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|--|--|---|--|--|--------------------|------------------------------|
| SOLICITATION, OFFER AND AWARD | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | RATING | PAGE 1 OF 71 PAGES | |
| 2. CONTRACT NO. | | 3. SOLICITATION NO. 2016-N-18001 | | 4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | | 5. DATE ISSUED 10/20/2016 |
| 7. ISSUED BY Ctrs for Disease Control & Prevention PGH Office of Acquisition Services, Branch 4 PO Box 18070, 626 Cochrans Mill Rd Pittsburgh, PA 15236-0070 | | CODE 3635 | | 6. REQUISITION/PURCHASE NO. 0000HCCP-2017-03352 | | |
| | | | | 8. ADDRESS OFFER TO (If other than Item 7) Approved as to Form and Legality: | | |

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

SOLICITATION

| | | |
|---|--|---|
| 9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>11:00AM</u> local time <u>11/21/2016</u> (Hour) (Date) | | |
| CAUTION -- LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation. | | |
| 10. FOR INFORMATION CALL: | | A. NAME Abbie Jemmott |
| | | B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER: EXT: (412) 386-6433 |
| C. E-MAIL ADDRESS | | |

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OFFER (Must be fully completed by offeror)

| | | | | |
|---|--|--|-----------------------|--|
| NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period. | | | | |
| 12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. | | | | |
| 13. DISCOUNT FOR PROMPT PAYMENT | | 10 CALENDAR DAYS % | 20 CALENDAR DAYS % | 30 CALENDAR DAYS % |
| (See Section I, Clause No. 52-232-8) | | | | |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: | | AMENDMENT NO. | DATE | AMENDMENT NO. DATE |
| | | | | |
| | | | | |
| 15A. NAME AND ADDRESS OF OFFEROR | | CODE | FACILITY | 16. NAME AND ADDRESS OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print) |
| | | | | |
| 15B. TELEPHONE NO. AREA CODE NUMBER EXT. | | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/> | | 17. SIGNATURE |
| | | | | 18. OFFER DATE |

AWARD (To be completed by Government)

| | | | | | |
|--|--|------------|--|---|--|
| 19. ACCEPTED AS TO ITEMS NUMBERED | | 20. AMOUNT | | 21. ACCOUNTING AND APPROPRIATION | |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)() | | | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified) | |
| 24. ADMINISTERED BY (If other than Item 7) CODE 3635 Ctrs for Disease Control & Prevention PGH Office of Acquisition Services, 626 Cochrans Mill Rd Pittsburgh, PA 15236-0070 | | | | 25. PAYMENT WILL BE MADE BY CODE 434 Centers for Disease Control and Prevention (FMO) PO Box 15580 404-718-8100 Atlanta, GA 30333-0080 | |
| 26. NAME OF CONTRACTING OFFICER (Type or print) Abbie Jemmott | | | | 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) | |
| | | | | 28. AWARD DATE | |

IMPORTANT -- Award will be made on this form, or on Standard Form 26, or by other authorized official written notice.

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STANDARD FORM 33 (REV. 9-97)
Prescribed by GSA
FAR (48 CFR) 53.214©

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**Base Period:**

| ITEM | FIXED PRICE SERVICE | QTY | UNIT PRICE | EXTENDED PRICE |
|-------------|--|-----------------------|-------------------|-----------------------------|
| 0001 | <p>Operations & Management</p> <p>All work to be performed in accordance with the Performance Work Statement.</p> <p>This is a Firm Fixed Price CLIN</p> <p>Period of Performance: Base Period January 1, 2017 – December 31, 2017</p> | 1 Year | | |
| ITEM | COST PLUS FIXED FEE SERVICES | ESTIMATED COST | FIXED FEE | TOTAL ESTIMATED CPFF |
| 0002 | <p>Member Services</p> <p>All work to be performed in accordance with the Performance Work Statement.</p> <p>This is a Cost Reimbursable CLIN</p> <p>Period of Performance: Base Period January 1, 2017 – December 31, 2017</p> | 1 Year | | |
| 0003 | <p>Case Management</p> <p>All work to be performed in accordance with the Performance Work Statement.</p> <p>This is a Cost Reimbursable CLIN</p> <p>Period of Performance: Base Period January 1, 2017 – December 31, 2017</p> | 1 Year | | |

Option Period 1:

| ITEM | FIXED PRICE SERVICE | QTY | UNIT PRICE | EXTENDED PRICE |
|-------------|---|-----------------------|-------------------|-----------------------------|
| 0101 | <p>Operations & Management</p> <p>All work to be performed in accordance with the Performance Work Statement. This is a Firm Fixed Price CLIN</p> <p>Period of Performance: Option Period 1 January 1, 2018 – December 31, 2018</p> | 1 Year | | |
| ITEM | COST PLUS FIXED FEE SERVICES | ESTIMATED COST | FIXED FEE | TOTAL ESTIMATED CPFF |
| 0102 | <p>Member Services</p> <p>All work to be performed in accordance with the Performance Work Statement. This is a Cost Reimbursable CLIN</p> <p>Period of Performance: Option Period 1 January 1, 2018 – December 31, 2018</p> | 1 Year | | |
| 0103 | <p>Case Management</p> <p>All work to be performed in accordance with the Performance Work Statement. This is a Cost Reimbursable CLIN</p> <p>Period of Performance: Option Period 1 January 1, 2018 – December 31, 2018</p> | 1 Year | | |

Option Period 2:

| ITEM | FIXED PRICE SERVICE | QTY | UNIT PRICE | EXTENDED PRICE |
|-------------|---|-----------------------|-------------------|-----------------------------|
| 0201 | <p>Operations & Management</p> <p>All work to be performed in accordance with the Performance Work Statement. This is a Firm Fixed Price CLIN</p> <p>Period of Performance: Option Period 2 January 1, 2019 – December 31, 2019</p> | 1 Year | | |
| ITEM | COST PLUS FIXED FEE SERVICES | ESTIMATED COST | FIXED FEE | TOTAL ESTIMATED CPFF |
| 0202 | <p>Member Services</p> <p>All work to be performed in accordance with the Performance Work Statement. This is a Cost Reimbursable CLIN</p> <p>Period of Performance: Option Period 2 January 1, 2019 – December 31, 2019</p> | 1 Year | | |
| 0203 | <p>Case Management</p> <p>All work to be performed in accordance with the Performance Work Statement. This is a Cost Reimbursable CLIN</p> <p>Period of Performance: Option Period 2 January 1, 2019 – December 31, 2019</p> | 1 Year | | |

Option Period 3:

| ITEM | FIXED PRICE SERVICE | QTY | UNIT PRICE | EXTENDED PRICE |
|-------------|--|-----------------------|-------------------|-----------------------------|
| 0301 | <p>Operations & Management</p> <p>All work to be performed in accordance with the Performance Work Statement. This is a Firm Fixed Price CLIN</p> <p>Period of Performance: Option Period 3 January 1, 2020– December 31, 2020</p> | 1 Year | | |
| ITEM | COST PLUS FIXED FEE SERVICES | ESTIMATED COST | FIXED FEE | TOTAL ESTIMATED CPFF |
| 0302 | <p>Member Services</p> <p>All work to be performed in accordance with the Performance Work Statement. This is a Cost Reimbursable CLIN</p> <p>Period of Performance: Option Period 3 January 1, 2020 – December 31, 2020</p> | 1 Year | | |
| 0303 | <p>Case Management</p> <p>All work to be performed in accordance with the Performance Work Statement. This is a Cost Reimbursable CLIN</p> <p>Period of Performance: Option Period 3 January 1, 2020 – December 31, 2020</p> | 1 Year | | |

Option Period 4:

| ITEM | FIXED PRICE SERVICE | QTY | UNIT PRICE | EXTENDED PRICE |
|-------------|--|-----------------------|-------------------|-----------------------------|
| 0401 | <p>Operations & Management</p> <p>All work to be performed in accordance with the Performance Work Statement. This is a Firm Fixed Price CLIN</p> <p>Period of Performance: Option Period 4 January 1, 2021– December 31, 2021</p> | 1 Year | | |
| ITEM | COST PLUS FIXED FEE SERVICES | ESTIMATED COST | FIXED FEE | TOTAL ESTIMATED CPFF |
| 0402 | <p>Member Services</p> <p>All work to be performed in accordance with the Performance Work Statement. This is a Cost Reimbursable CLIN</p> <p>Period of Performance: Option Period 4 January 1, 2021 – December 31, 2021</p> | 1 Year | | |
| 0403 | <p>Case Management</p> <p>All work to be performed in accordance with the Performance Work Statement. This is a Cost Reimbursable CLIN</p> <p>Period of Performance: Option Period 4 January 1, 2021 – December 31, 2021</p> | 1 Year | | |

B.1 TYPE OF CONTRACT

This contract is a Cost-Plus-Fixed-Fee type completion form contract with one Fixed Price CLIN as defined in Federal Acquisition Regulation Section 16.306 and 16.202 respectively.

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 PERFORMANCE OF INHERENTLY GOVERNMENTAL, CRITICAL, OR OTHER FUNCTIONS

“The services contemplated under this contract are considered to be an Other Function as defined by the Office of Federal Procurement Policy in OFPP letter 11-01 and by HHS in Acquisition Policy Memorandum 2012-01.”

**Please see Section J for the Performance Work Statement for the
World Trade Center Health Program, Clinical Center of Excellence.**

SECTION D - PACKAGING AND MARKING

There are no clauses/provisions included in this section.

SECTION E - INSPECTION AND ACCEPTANCE

| FAR SOURCE | TITLE AND DATE |
|--|--|
| 52.246-4 (FFP CLINs 0001, 0101, 0201, 0301, 0401) | Inspection of Services – Fixed Price (Aug 1996) |
| 52.246-5 (CPFF CLINs 0002, 0003, 0102, 0103, 0202, 0203, 0302, 0303, 0402, 0403) | Inspection of Services – Cost Reimbursement (Apr 1984) |

E.1 INSPECTION AND ACCEPTANCE (JUL 1999)

Inspection and acceptance of the articles, services, and documentation called for herein shall be accomplished by the Contracting Officer, or his duly authorized representative (who for the purposes of this contract shall be the Project Officer) at the destination of the articles, services or documentation.

(End of Clause)

SECTION F - DELIVERIES OR PERFORMANCE

FAR SOURCE

52.242-15

TITLE AND DATE

Stop-Work Order (Aug 1989)

F.1 PERIOD OF PERFORMANCE (JUL 1999 REVISED)

The period of performance for this contract is as follows:

Base Period: January 1, 2017 through December 31, 2017
 Option Period 1: January 1, 2018 through December 31, 2018
 Option Period 2: January 1, 2019 through December 31, 2019
 Option Period 3: January 1, 2020 through December 31, 2020
 Option Period 4: January 1, 2021 through December 31, 2021

F.2 DELIVERABLE DOCUMENTATION (JUL 1999 REVISED)

(a) Documentation

The following is a list of required documentation to be delivered to the Government as a part of contract performance.

| PWS Reference (Attachment #1) | Deliverable Title | Date Due |
|----------------------------------|---|---|
| C.3.1.1 | Project Management Plan | Draft with proposal; finalized version within 30 business days of contract award; updates monthly |
| C.3.1.2 | Operations Manual | Draft with proposal; finalized version within 60 business days of contract award; updates monthly |
| C.3.1.3 | Communications Plan | Draft within 60 business days of contract award; finalized version 2 weeks upon receipt of comments; updates monthly |
| C.3.1.4 | Data Security and Continuity of Operations Plan | Draft within 60 business days of contract award; finalized version 2 weeks upon receipt of comments; updates monthly |
| C.3.1.5 | Risk Management Plan | Draft within 60 business days of contract award; finalized version 2 weeks upon receipt of comments; updates monthly |
| C.3.1.6 | Fraud, Waste and Abuse Compliance Plan | Draft within 60 business days of contract award; finalized version 2 weeks upon receipt of comments; updates monthly |
| C.3.1.7 | Quality Assurance and Internal Audit Plan | Draft with proposal; finalized version within 60 business days of contract award, updates monthly |
| C.3.1.9 | Subcontracting Plan | Draft with proposal; finalized version within 30 business days of contract award, updates 30 business days before revision |
| C.3.1.12 | Program Improvement Plan | Draft within 60 business days of contract award; finalized version 2 weeks upon receipt of comments; updates monthly |
| C.3.5 C.3.7.4 | Coordination of Benefit Plan | Draft with proposal; finalized version within 60 days of contract award; updates monthly |
| C.12.2 | Monthly Report | The 10 th business day of the month for the previous month's information |
| C.12.3 | Quarterly Report | The 45 th business day reporting on the previous quarter's activities. The quarterly report shall include other corresponding reports that are due Semi-Annually |
| C.12.4 | Additional Administrative Reports | No more than 2 quarterly |
| IT Reference (Attachment #2) | Deliverable Title | Date Due |
| 7.3 | PII Security Plan | Draft with proposal; finalized version within 30 business days of contract award; updates monthly |
| 7.3.3 | System Security Plan | Draft within 45 business days of contract award; finalized version 2 weeks upon receipt of comments; updates monthly |
| 17.3-17-5 | FIPS 199; SA&A; SSP; SAR; POA&M; Contingency Plan | Due within 45 business days of contract award |

(1) Monthly Technical/Status Report

- (i) **Quantity:** One (1) electronic copy per month.
- (ii) **Due Date:** On or before ten (10) days after the end of each month.

(a) Report Content

The CCE shall submit monthly status reports on Member Services and Administrative Services activities. The status reports shall provide sufficient detail for the WTC Health Program Administrator to track all significant program activities, operations and progress. The reports shall summarize the activities and accomplishments of the past month (including the associated cost for these services invoiced to the government) and identification of any potential risks to continued program success (along with the plans to mitigate the risk).

The Contractor shall develop and submit Monthly Reports to the COR and Contracting Officer. The Monthly Reports shall include a summary of activities for the month, issues, and goals for the next month. The Monthly Reports shall summarize the Contractor's accomplishments during the previous month, planned work during the upcoming month and any significant problems or issues requiring resolution, along with proposed corrective actions.

The Monthly Reports shall include, at a minimum, the following sections:

| Member Service Function | Information to Be Reported |
|---|---|
| Monitoring and Initial Health Evaluations | Highlights and summary of analysis of monitoring and initial evaluation statistic from the previous two months comparing with billing period (total of three months) and the associated cost for these services invoiced to the government. |
| Cancer Screening, Diagnostic and Treatment Services | Highlights and summary of analysis of cancer screening, diagnostic and treatment services statistic from the previous two months to comparing with billing period (total of three months) and the associated cost for these services invoiced to the government. |
| Information and Education | Highlights and summary of analysis of effectiveness of information and education activities performed during the period and the associated cost for these services invoiced to the government. |
| Program Benefits Counseling | Highlights and summary of analysis of effectiveness of program benefits counseling activities performed during the period and the associated cost for these services invoiced to the government. |
| Care Coordination and Integrated Case Management | Highlights and summary of analysis of effectiveness of high level of clinical and/or non-clinical care being coordinated, including primary and secondary referrals, and transition from acute to sub-acute to local home and community-based services during the period and the associated cost for these services invoiced to the government. |
| Social Benefits Functions | Highlights and summary of analysis of effectiveness of social benefits activities performed during the period and the associated cost for these services invoiced to the government. |
| Medical Appeals and Reviews | Highlights and summary of analysis of effectiveness of Medical Appeals and Reviews performed during the period and the associated cost for these services invoiced to the government. |
| Assistance with Workers' Compensation and other Healthcare Benefits | Highlights and summary of analysis of effectiveness of activities related to assistance with workers' compensation and other healthcare benefits performed during the period and the associated cost for these services invoiced to the government. |
| Member Transfers | Highlights and summary of analysis of member transfer services performed during the period (including the status of all outstanding requests for medical records) and the associated cost for these services invoiced to the government. |
| Member complaints | Highlights and summary of analysis of members' resolved and unresolved valid complaints related to member services, treatment, and medical decisions during the period and the associated cost for these services invoiced to the government. |
| Other Member Services | Highlights and summary of analysis of other member services performed during the period and the associated cost for these services invoiced to the government. |

| Administrative Service Function | Information to Be Reported |
|--|--|
| Healthcare Provider Network | Highlights and summary of analysis of participation in external providers' network and managing internal providers' network performed during the period and the associated cost for these services invoiced to the government. |
| Pharmacy Benefit Management (PBM) | Highlights and summary of analysis of PBM services provided and coordination with the WTC Health Program Pharmacy Benefit Manager performed during the period and the associated cost for these services invoiced to the government. |
| Records Management | Highlights and summary of analysis of records management activities performed during the period and the associated cost for these services invoiced to the government. |
| HIPAA Compliance | Highlights and summary of analysis of HIPAA compliance activities including potential and/or confirmed violations as defined by the WTC Health Program that occurred during the period and the associated cost for these services invoiced to the government. |
| Attending administrative, steering, benefits, and clinical WTC Health Program meetings | Highlights and summary of analysis of goals and outcomes of meetings/events attended during the period and the associated cost for these services invoiced to the government. |
| Change Request (CR), Report Writing and Responding to Government Inquiries | Highlights and summary of analysis of activities related to CR, report writing and responding to government inquiries during the period and the associated cost for these services invoiced to the government. |
| Claims Review, Approval, And Submission Of Clean Claims Appropriate Claims | Highlights and summary of analysis of activities related to claims processing activities performed during the period and the associated cost for these services invoiced to the government. |
| Healthcare Protocol Development - provide intellectual input on the development and refinement of medical guidance and protocols as needed | Highlights and summary of analysis of activities related to healthcare protocol development during the period and the associated cost for these services invoiced to the government. |
| Mass Communication, Press and Media Release and Interpretation and Translation Service | Highlights and summary of analysis of activities related to mass communication, press and media release and interpretation and translation services planned and completed during the period and the associated cost for these services invoiced to the government. |
| Balancing of budget and invoicing | Monthly invoice shall include all CLINs itemized balancing sheets and projection of when the 75% of awarded fund is expected to occur. The CCE is not authorized to operate beyond the approved budget ceiling. A justification shall be provided with unusually low or high invoicing amount. Invoice shall reflect accurate and valid activities required under this contract for the billing period |
| Key Personnel and Staffing Changes | Summary of key personnel and/or staffing changes and analysis of impacts and the associated cost invoiced to the government during the period. A resume of new key personnel shall be provided. |
| Subcontracting | Summary of subcontracting activities and changes with operational impacts and associated cost invoiced to the government during the period. |
| Other Administrative Services | Highlights and summary of analysis of other administrative services, including the nature of these services and the associated cost invoiced to the government during the period. |
| Operations Manual, Program Management and other Plans | Highlights and summary of analysis of any changes required due to new Program policy or operational difficulties encountered and proposed changes are required. All change requests and updates to any approved plans shall be submitted for approval prior to an implementation. |

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| Fraud, Waste, and Abuse (FWA) Report | <p>A) The CCE contractor shall submit monthly the number of complaints of FWA made to the CCE contractor related to covered services that warrant preliminary investigation by the CCE contractor.</p> <p>B) The CCE contractor shall also submit to the WTC Health Program the following on an ongoing basis for each confirmed case of fraud, waste, or abuse it identifies through complaints, organizational monitoring, contractors, subcontractors, providers, and members, etc. related to covered services:</p> <ol style="list-style-type: none"> 1) The name of the individual or entity that committed the fraud, waste, or abuse; 2) The source that identified the fraud, waste, or abuse; 3) The type of provider, entity or organization that committed the fraud, waste, or abuse; 4) A description of the fraud, waste, or abuse; 5) The approximate dollar amount of the fraud, waste, or abuse; 6) The legal and administrative disposition of the case including actions taken by law enforcement officials to whom the case has been referred; and 7) Other data/information as prescribed by the WTC Health Program. <p>Such report shall be submitted when cases of fraud, waste, and abuse are confirmed, and shall be reviewed and signed by an executive officer of the CCE contractor.</p> |
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Upon request by the Contracting Officer, the CCE contractor shall prepare and submit other operational data reports. Such requests will be limited to situations in which the desired data is considered essential and cannot be obtained through existing CCE reports. Whenever possible, the CCE will be provided with ninety (90) days' notice and the opportunity to discuss and comment on the proposed requirements before work is begun. However, the COR on behalf of the Program Administrator reserves the right to give five (5) days' notice in circumstances where time is of the essence. The CCE contractor shall prepare and submit to the Contracting Officer and Program Administrator, through the COR, the other operational data reports in e-mail format.

Format - Except as otherwise specified herein, the CCE shall prepare and submit to the WTC Health Program Administrator the reports required under this section in an agreed-upon media format on the 10th business day of the month for the previous month's activities.

The WTC Health Program Contracting Officer may extend due dates or modify report requirements or formats upon a written request by the CCE to the WTC Health Program Contracting Officer, where the CCE has demonstrated a good and compelling reason for the extension or modification. The determination to grant a modification or extension of time shall be made by the WTC Health Program Contracting Officer.

(2) Quarterly, Semi-Annually, and Annual Reports

- (i) **Quantity:** One (1) electronic copy per month.
- (ii) **Due Date:** On or before the 45th business day of the quarter following the reporting period.

(a) Report Content

The Quarterly, Semi-Annually, and Annual Reports shall include, at a minimum, the following sections:

| Administrative Service Function | Information to Be Reported | Frequency |
|--|--|--------------------------------------|
| Targeted Health Care Compliance audit shall focus on evaluating the adequacy of the procedures used by the CCE to ensure that only approved WTC-related health conditions and approved health care services (including provider visits, procedures, medication and durable medical equipment) are reimbursed by the program. This includes a review of documentation justifying payment history for medically associated | The CCE shall report on Quality Assurance activities performed (including analysis of data and quality improvement) to ensure the CCE follows appropriate authorization channels for all treatment services, including medications, and coordinates referrals for treatment to ensure that the treatment being provided is for a qualifying, certified condition, is consistent with the program treatment protocols and that the treatment is | Element to be reported every quarter |

| | | |
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| health conditions after approval is given by the WTC Health Program Administrator. | medically necessary. | |
| <p>Drug Utilization Review (DURs) and Analysis of PBM Reports:</p> <ul style="list-style-type: none"> • Percentage of generic medications vs. brand name medications filled. • Analysis of controlled substance use. • Individual prescriber analysis. • Preferred vs. non-preferred medications filled. | <p>The CCE shall conduct DURs according to policy guidance issued as part of the technical guidance and/or the PPM and coordinate with the WTC Health Program to obtain reports for analysis of its members' pharmacy benefits usages.</p> <p>There must be medical necessity documented for all prescriptions reviewed retrospectively and they must meet all requirements stated in the formulary and PPM and other related technical guidance. If a medication is found to be inappropriately filled through the WTC Health Program by the CCE, the CCE shall ensure that the Program is notified in accordance with procedures stated in the PPM and technical guidance prepared to ensure future fills of that medication will no longer be billed to the WTC Health Program.</p> | Element to be reported every quarter |
| Pharmacy claims history audit shall focus on irregularities in the claims history of any particular provider or member. | <p>The CCE shall coordinate with the WTC Health Program PBM to weekly obtain and review 100% of all covered cancer certified patients' medications claims for adherence to NCCN guidelines.</p> <p>The CCE shall also conduct DUR for members certified for only non-cancer conditions by reviewing a 5% sample of the total number of paid claims to assess whether the certification of categories of health conditions on file matches the therapeutic class of medication dispensed.</p> | Element to be reported every quarter |
| CCE shall ensure that claims from internal and external providers are processed within WTC Health Program policy timeframes. All claims for internal services must be submitted as clean claims within 30 days of the dates of service. | <p>Claims from external providers must be reviewed and approved or denied within one week of external provider claims being posted for review. The CCE shall submit 95% of all internal services as clean claims within 30 days of the dates of service. The CCE shall describe the specific methodology used for review which will be consistent with the treatment protocols pre-authorized by the CCE and standards of care for the certified health conditions. Each month, a random sample of 25 claims or 100%, whichever is less, will be evaluated and no more than 1 claim will be submitted later than 30 days. Any deviation shall be reported along with the CCE's improvement plan.</p> | Element to be reported every quarter |
| Member Retention | <p>The CCE contractor will report the number of members who have updated contact information within the 12-month period ending at the previous quarter. As an example, for the 12-month period ending on March 31, 2017, the June 30, 2017, report will give the number of members with updated contact information on or after April 1, 2017. All members will be accounted for in at least one of the three categories above, that their contact information has been verified/updated, that there was no response from the member, or</p> | Element is to be reported at least quarterly. |

| | | |
|--|---|---|
| | that the required effort to contact the member was not made. There will be no more than 0.5% of members for whom the required annual contacting effort was not made. | |
| Personnel Training: The Personnel Training audit shall focus on ensuring that all performing work under the CCE contract are properly trained and credentialed. | The CCE contractor shall be responsible for ensuring that the health care providers who provide diagnostic and treatment services meet all requirements of the CCE contract, credentialed according to WTC Health Program standards, currently the National Committee for Quality Assurance (NCQA) and to ensure that all providers in the CCE's provider network (whether internal or external) are properly licensed and insured under applicable state laws and/or regulations. The CCE contractor shall report to the WTC Health Program the number of providers that were reviewed and found to be properly licensed and insured on a quarterly basis. | Element is to be reported at least quarterly. |
| Quality Assurance Projects: the CCE shall report on activities in various program areas where Quality Assurance, Quality Improvement have been performed. | The CCE shall select program areas to monitor and document findings and improvement plans. Once satisfactory results are achieved in a program area, a new area of focus shall be monitored. | Element is to be reported at least quarterly. A new QA project should be selected every year. |
| Program Management and Improvement | The CCE shall assess overall program management effectiveness and provide any improvement plan or recommendation to the WTC Health Program. Any performance rating below satisfactory in the Contractor Performance Assessment Reporting System (CPARS) shall be addressed and included in a corrective action plan. | Element is to be reported at least Semi-Annually. |
| Quality Assurance Surveillance Plan (QASP) /Services Summary Matrix and Audit Findings | The CCE shall conduct analysis and provide a summarized report of each QASP item with relevant actions according to its own findings and/or government's audit in accordance with CPARS. | Element is to be reported at least Semi-Annually |
| Medical Management Review | The CCE shall assess to ensure that medical practice guidelines that have been developed are being followed, All findings that are not consistent with program policies shall be reported along with the CCE's improvement plan. | Element is to be reported at least Semi-Annually. |
| The Medical Records Review audit shall focus on determining if appropriate procedures have been developed and are being followed for collecting, reviewing, maintaining and securely storing medical records in compliance with HIPAA law and regulations. | Collecting, reviewing, maintaining and securely storing medical records in compliance with HIPAA law and regulations. Performing quality assurance checks, reviewing medical records for completeness and to ensure protocols are followed for: Monitoring and Initial Health Evaluations, Treatment Services, Member Services and other services in alignment with WTC Health Program policies. Obtaining relevant medical records for members previously served by another CCE or the NPN. Ensure the provisions of the policy of member transfers between CCEs and the NPN are followed, which includes obtaining signatures of members for needed medical release forms and sending the complete well-documented medical records to the designated party within 2 weeks of | Element is to be reported at least Semi-Annually. |

| | | |
|--|--|--|
| | receiving the signed release, 100% of the time. The sending clinical location must follow-up to verify the delivery of records is made within 1 week to the receiving clinical location 100% of the time. | |
| Point of Service and Annual comprehensive customer satisfaction survey | In addition to offering a customer satisfaction survey at the initial and annual monitoring evaluations, diagnostic and treatment visits, and case management interventions, the CCE shall conduct an annual comprehensive customer satisfaction survey and provide an analysis report with a plan of action corresponding to the results of the survey. A total rating of all surveyed categories scored below 95% and or any categories rated below 90% shall be further analyzed and a corrective action plan provided. | Point of Service Satisfaction Survey shall be reported quarterly by month or quarter of analysis. Annual Satisfaction Survey is to be reported annually. |

(b) Report Approvals

(1) Draft Reports

The Government shall be allowed **fourteen (14) days** to review the draft and notify the Contractor in writing of approval or of recommended changes to be made in the final copy. If the Government does not approve or recommend changes within **fourteen (14) days** of receipt of the draft report, the report shall be deemed **approved**.

(2) Final Reports

Within **fourteen (14) days** of receipt of a notice of approval from the **Government** of any contract related document, the Contractor shall furnish the Government with 508 compliant Portable Document Format (PDF) file versions of the reports and additionally a reproducible master hard copy of the instructor's guides in final form.

(c) Reporting Period

(1) All monthly reporting periods shall end on the last day of a calendar month.

For contracts awarded (i.e., effective date) on or before the fifteenth (15th) of a calendar month, the initial reporting period shall end on the last day of the calendar month during which the contract became effective.

For contracts awarded (i.e., effective date) on or after the sixteenth (16th) of a calendar month, the initial reporting period shall end on the last day of the month immediately following the month during which the contract became effective.

(2) All quarterly, Semi-Annually, and annual reporting periods shall end on the last day of the calendar month of the previous quarter.

(d) Delivery of Reports

The contractor shall submit one (1) hard copy and one (1) electronic copy of each of the reports, unless designated otherwise, as required by the contract to:

Centers for Disease Control and Prevention
Attn: Abbie Jemmott, Contracting Officer
Office of Acquisition Services
626 Cochran's Mill Road
Pittsburgh, PA 15236

Abbie Jemmott – ygf3@cdc.gov

All remaining copies of deliverables/reports shall be delivered as an email attachment concurrent with shipping hard copies, prepaid, as required by the contract to the Contracting Officer's Representative (COR) to invoice_deliverable@cdc.gov.

(End of Clause)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER (JUL 1999)

(a) The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds. No person other than the Contracting Officer can make any changes to the terms, conditions, general provisions, or other stipulations of this contract.

(b) No information, other than that which may be contained in an authorized modification to this contract, duly issued by the Contracting Officer, which may be received from any person employed by the United States Government, or otherwise, shall be considered grounds for deviation from any stipulation of this contract.

(End of Clause)

G.2 CONTRACTING OFFICER'S REPRESENTATIVE (COR) TECHNICAL GUIDANCE (SEP 2009 REVISED)

Performance of the work hereunder shall be subject to the technical directions of the designated COTR for this contract. **For purposes of this contract, any reference to a Project Officer (PO) or Contracting Officer's Technical Representative (COTR), shall mean the COR.**

As used herein, technical directions are directions to the Contractor which fill in details, suggests possible lines of inquiry, or otherwise completes the general scope of work set forth herein. These technical directions must be within the general scope of work, and may not alter the scope of work or cause changes of such a nature as to justify an adjustment in the stated contract price/cost, or any stated limitation thereof. In the event that the Contractor feels that full implementation of any of these directions may exceed the scope of the contract, he or she shall notify the originator of the technical direction and the Contracting Officer in a letter separate of any required report(s) within two (2) weeks of the date of receipt of the technical direction and no action shall be taken pursuant to the direction. If the Contractor fails to provide the required notification within the said two (2) week period that any technical direction exceeds the scope of the contract, then it shall be deemed for purposes of this contract that the technical direction was within the scope. No technical direction, nor its fulfillment, shall alter or abrogate the rights and obligations fixed in this contract.

The Government **COR** is not authorized to change any of the terms and conditions of this contract. Changes shall be made only by the Contracting Officer by properly written modification(s) to the contract.

The Government will provide the Contractor with a copy of the delegation memorandum for the **COR**. Any changes in **COR** delegation will be made by the Contracting Officer in writing with a copy being furnished to the Contractor.

(End of Clause)

G.3 CONTRACT COMMUNICATIONS/CORRESPONDENCE (JUL 1999)

The Contractor shall identify all correspondence, reports, and other data pertinent to this contract by imprinting thereon the contract number from Page 1 of the contract.

(End of Clause)

G.4 PAYMENT BY ELECTRONIC FUNDS TRANSFER (DEC 2005) (REVISED)

(a) The Government shall use electronic funds transfer to the maximum extent possible when making payments under this contract. FAR 52.232-33, Payment by Electronic Funds Transfer – **System For Award Management**, in Section I, requires the contractor to designate in writing a financial institution for receipt of electronic funds transfer payments.

(b) In addition to Central Contractor Registration, the contractor shall make the designation by submitting the form titled "ACH Vendor/Miscellaneous Payment Enrollment Form" to the address indicated below. **Note:** The form is either attached to this contract (see Section J, List of Attachments) or may be obtained by contacting the Contracting Officer or the CDC Financial Management Office at **(404)-718-8100**.

(c) In cases where the contractor has previously provided such designation, i.e., pursuant to a prior contract/order, and been enrolled in the program, the form is not required unless the designated financial institution has changed.

(d) The completed form shall be mailed after award, but no later than 14 days before an invoice is submitted, to the following address:

The Centers for Disease Control and Prevention
Financial Management Office (FMO)
P.O. Box 15580
Atlanta, GA 30333
Or – Fax copy to: 404-638-5342

(End of Clause)

G.5 NON-PERSONAL SERVICES (APRIL 2013)

(a) Personal services shall not be performed under this contract. Although the Government may provide sporadic or occasional instructions within the scope of the contract, the Contractor is responsible for control and supervision of its employees. If the Contractor (including its employees) believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

(b) The contractor shall comply with, and ensure their employees and subcontractors comply with, CDC Policy titled "Identification of Contractors' Employees and Safeguarding Government Information." No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. . The contractor is limited to performing the services identified in the contract statement of work and shall not interpret any communication with anyone as a permissible change in contract scope or as authorization to perform work not described in the contract. All contract changes will be incorporated by a modification signed by the Contracting Officer.

(c) The Contractor shall ensure that all of its employees and subcontractor employees working on this contract are informed of the substance of this clause. The Contractor agrees that this is a non-personal services contract; and that for all the purposes of the contract, the Contractor is not, nor shall it hold itself out to be an agent or partner of, or joint venture with, the Government. The Contractor shall notify its employees that they shall neither supervise nor accept supervision from Government employees. The substance of this clause shall be included in all subcontracts at any tier.

(d) Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept or reject the services performed under this contract.

(End of Clause)

G.6 BILLING INSTRUCTIONS FOR NEGOTIATED COST-TYPE CONTRACTS (MAR 2006)

(Applicable only to the following CLINs: 0002, 0003, 0102, 0103, 0202, 0203, 0302, 0303, 0402, 0403)

Centers for Disease Control and Prevention

Introduction

Reimbursement procedures related to negotiated cost-type contracts require that Contractors submit to the Government adequately prepared claims. The instructions that follow are provided for Contractors' use in the preparation and submission of invoices or vouchers requesting reimbursement for work performed. The preparation of invoices or vouchers as outlined below will aid in the review and approval of claims and enable prompt payment to the Contractor.

1. Forms to Be Used

In requesting reimbursement, Contractors may use the regular Government voucher form, Standard Form 1034, "Public Voucher for Purchases and Services Other Than Personal," and Standard Form 1035, "Continuation Sheet," or the Contractor's own invoice form. If the Contractor desires to use the Government's standard forms, a request for the forms should be submitted to the Contracting Officer. If the Contractor uses his own invoice, the billing must conform with the instructions set forth herein.

2. Submission of Invoices or Vouchers

Invoices or vouchers shall be submitted per Section G of the contract. All original invoices or vouchers shall also be submitted via email to the following:

Financial Management Office (FMO): FMOAPINV@CDC.GOV

Contracting Officer: ygf3@cdc.gov

Contracting Officer's Representative: invoice_deliverable@cdc.gov

REMINDER: *Failure to submit vouchers in the proper format will delay your payment.*

3. Preparation of Invoices or Vouchers

a. Summary of All Costs

As shown on Standard Form 1034, a summary of all current costs **must** be shown. This summary consists of a list identifying the general categories and the amounts incurred during the period covered by the billing, together with the portion of fixed fee (if any) payable for that period. The reimbursable costs incurred and the dates of the period for which the charges are claimed must fall within the period specified in the contract.

b. Details of Costs Claimed

As shown on Standard Form 1035, a detailed breakdown **must** be provided to substantiate the categories shown on the summary of costs. The following describes some of the categories that might appear on your billings:

(1) Direct Labor

Direct Labor costs consist of salaries and wages paid for scientific, technical, and other work performed directly for the contract and pursuant to the contract terms. Labor costs, excluding fringe benefits and overtime premium pay, will be billed as follows:

List the titles and amounts for employees whose salaries or wages, or portions thereof, were charged to the contract; show the rate (or hours) worked, and amount for each individual. The cost of direct labor, which is charged directly to the contract, must be supported by time records maintained in the contractor's office.

(2) Fringe Benefits

If it is the Contractor's established practice to treat fringe benefits as a direct cost, such costs should be billed separately as a single item.

NOTE: Fringe benefits, bonuses, etc., are usually treated as indirect costs for inclusion in the overhead pool; however, they may be treated as direct labor costs or as an “Other Direct Charge” if such treatment is in accordance with the Contractor’s established accounting procedures.

(3) Premium Pay

Premium pay is the difference between the rates and amounts paid for overtime or shift work and amount normally paid on a straight time basis. Generally such pay is not included in the direct labor base and ***should not be included*** in the billing for “direct labor” unless the Contractor has consistently followed this practice in the past as a matter of policy. Premium pay of any kind unless provided for in the contract ***must*** be authorized by the Contracting Officer ***in advance***. Billings for unauthorized premium pays have caused frequent delays in payment due to suspensions and exchange of correspondence. Citations of authorization for premium pay will avoid delays in payment. Authorized premium pay may be shown as a single item on the summary of costs. However, it must be separately itemized for each position, or job category, showing the amount, and a citation of the Contracting Officer’s letter of authorization on the continuation sheet of the invoice or voucher.

(4) Materials and Supplies

Only those items, which the Contractor normally treats as “direct costs”, should be claimed under this heading. Major classifications of material ***only*** should be billed separately under appropriate classification. Items costing less than \$25.00 may be listed by category of materials or supplies. Show the description and dollar amount of individual classifications. All such charges ***must be supported*** by the Contractor’s office records.

(5) Travel

When authorized in the contract as a direct cost, travel costs that are directly related to specific contract performance may be billed as a direct cost. Travel cost detail should show:

- (a) Name of traveler and official title,
- (b) Purpose of trip,
- (c) Dates of departure and return to starting point (station or airport),
- (d) Transportation costs, identified as to rail, air, private automobile (including mileage and rate) and taxi.
- (e) If claim for subsistence is on per diem basis, show number of days, rate and amount, as authorized in contract.¹ If claim is based on actual cost of subsistence, show, on a daily basis, the amounts claimed for lodging and meals separately.
- (f) Reference to Contracting Officer’s letter of authorization if required by contract.

(6) Consultant Fees

Identify the consultant by name, number of days utilized, and amount of fee.

(7) Equipment

Nonexpendable personal property ***must*** be specifically approved in writing by the Contracting Officer or authorized by the terms of the contract. Billing data should include a description of item, make model, quantity, unit cost, total cost, and date approved by the Contracting Officer, if applicable. A copy of the vendor’s bill may be submitted in lieu of the identifying information.

(8) Burden

Pending establishment of final contract indirect cost rates for each of the Contractor’s fiscal years, the Contractor will be reimbursed based on his submittal of provisional rates as set forth in the contract. The contract may provide for more than one type indirect cost rate, such as overhead rate, and general and administrative expense rate, in which case the direct cost bases (e.g., direct labor, total direct cost, etc.)

¹ For purposes of computing per diem charges in lieu of actual subsistence charges, unless otherwise provided in the contract, a day is divided into four quarters that begin at 12 midnight, 6:00 AM, 12 noon, and 6:00 PM. For example, at an authorized per diem rate of \$35.00 per day, a traveler who departed at 9:15 AM on July 15 and returned at 6:45 PM on July 18 would be entitled to \$131.25.

(9) Fixed Fee

Ordinarily the fixed fee is stated in the contract as a lump sum and may be billed in the ratio of incurred costs to total estimated cost as set forth in the contract, with the final 15 percent to be billed on the final invoice or voucher. Contract terms govern the method of payments.

(10) Cumulative Amount Claimed

As shown on Standard Form 1035, the Contractor must show the cumulative amounts claimed by categories from the contract award date through the date of the current invoice or voucher, as well as the estimated cost to complete per category.

(11) Remaining Balance

Remaining balance shall be shown as part of the summary of the expenses for each cost-reimbursable CLIN.

QUICK CHECKLIST FOR INVOICE SUBMISSION:

- Standard Forms 1034 and 1035 recommended. If submitting own forms, statement must conform to billing instructions
- Quarterly billing as a minimum
- Invoice or Voucher must contain the minimum requirements per Voucher/Invoice Submission in Section G of the contract
- Vouchers should be collated
- Detail of Cost Claimed
- Cumulative expenses and remaining balance for each CLIN

*** All invoices shall be submitted in conjunction with the monthly report. ***

G.7 INVOICE SUBMISSION (Mar 2006 revised)

(Applicable only to the following CLINs: 0001, 0101, 0201, 0301, 0401)

(a) The Contractor shall submit an original hard-copy contract invoice/voucher to the address shown below:

The Centers for Disease Control and Prevention
Financial Management Office (FMO)
P.O. Box 15580
Atlanta, GA 3033

Or – The Contractor may submit the original invoice/voucher via facsimile or email:

Fax: 404-638-5324

Email: FMOAPINV@CDC.GOV

NOTE: Submit to only one (1) of the above locations.

(b) The contractor shall submit 2 copies of the invoice/voucher to the cognizant contracting office previously identified in this contract. These invoices/voucher copies shall be addressed to the attention of the Contracting Officer.

(c) The Contractor is ☒, is not ☐ required to submit a copy of each invoice directly to the Project Officer concurrently with submission to the Contracting Officer.

(d) In accordance with 5 CFR part 1315 (Prompt Payment), CDC's Financial Management Office is the designated billing office for the purpose of determining the payment due date under FAR 32.904.

- (e) The Contractor shall include (as a minimum) the following information on each invoice:
- (1) Contractor's Name & Address
 - (2) Contractor's Tax Identification Number (TIN)
 - (3) Purchase Order/Contract Number and Task Order Number, if Appropriate
 - (4) Invoice Number
 - (5) Invoice Date
 - (6) Contract Line Item Number and Description of Item
 - (7) Quantity
 - (8) Unit Price & Extended Amount for each line item
 - (9) Shipping and Payment Terms
 - (10) Total Amount of Invoice
 - (11) Name, title, and telephone number of person to be notified in the event of a defective invoice
 - (12) Payment Address, if different from the information in (c)(1).
 - (13) DUNS + 4 Number

(End of Clause)

G.8 EVALUATION OF CONTRACTOR PERFORMANCE UTILIZING CPARS

In accordance with FAR 42.15, the Centers for Disease Control and Prevention (CDC) will review and evaluate contract performance. FAR 42.1502 and 42.1503 requires agencies to prepare evaluations of contractor performance and submit them to the Past Performance Information Retrieval System (PPIRS). The CDC utilizes the Department of Defense (DOD) web-based Contractor Performance Assessment Reporting System (CPARS) to prepare and report these contractor performance evaluations. All information contained in these assessments may be used by the Government, within the limitations of FAR 42.15, for future source selections in accordance with FAR 15.304 where past performance is an evaluation factor.

The CPARS system requires a contractor representative to be assigned so that the contractor has appropriate input into the performance evaluation process. The CPARS contractor representative will be given access to CPARS and will be given the opportunity to concur or not-concur with performance evaluations before the evaluations are complete. The CPARS contractor representative will also have the opportunity to add comments to performance evaluations.

The assessment is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedures described in the guides on the CPARS website. Refer to: www.cpars.gov for details and additional information related to CPARS, CPARS user access, how contract performance assessments are conducted, and how Contractors participate. Access and training for all persons responsible for the preparation and review of performance assessments is also available at the CPARS website.

The contractor must provide the CDC contracting office with the name, e-mail address, and phone number of their designated CPARS representative who will be responsible for logging into CPARS and reviewing and commenting on performance evaluations. The contractor must maintain a current representative to serve as the contractor representative in CPARS. It is the contractor's responsibility to notify the CDC contracting office, in writing (letter or email), when their CPARS representative information needs to be changed or updated. Failure to maintain current CPARS contractor representative information will result in the loss of an opportunity to review and comment on performance evaluations.

Contractor to provide CPARS representative contact information:

Name: _____
 Title: _____
 E-Mail Address: _____
 Phone Number: _____

(End of Clause)

G.9 NON-DISCLOSURE AGREEMENT FOR CONTRACTOR AND CONTRACTOR EMPLOYEES (MAY 2009)

- (a) The contractor shall prepare and submit a Non-Disclosure Agreement (NDA) to the Contracting Officer prior to access of government information or the commencement of work at CDC.
- (b) The NDA made part of this clause, **Attachment #2 Appendix B**, is required in service contracts where positions and/or functions proposed to be filled by contractor's employees will have access to non-public and procurement-sensitive information. The NDA also requires contractor's employees properly identify themselves as employees of a contractor when communicating or interacting with CDC employees, employees of other governmental entities (when communication or interaction relates to the contractor's work with the CDC), and members of the public. The Federal Acquisition Regulation (FAR) 37.114 (c), states "All contractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public or Congress that they are Government officials, unless, in the judgment of the agency, no harm can come from failing to identify themselves. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed."
- (c) The Contractor shall inform employees of the identification requirements by which they must abide and monitor employee compliance with the identification requirements.
- (d) During the contract performance period, the Contractor is responsible to ensure that all additional or replacement contractors' employees sign a NDA and it is submitted to the Contracting Officer prior to commencement of their work with the CDC.
- (e) Contractor employees in designated positions or functions that have not signed the appropriate NDA shall not have access to any non-public, procurement sensitive information or participate in government meeting where sensitive information may be discussed.
- (f) The Contractor shall prepare and maintain a current list of employees working under NDA's and submit to the Contracting Officer upon request during the contract period of performance. The list should at a minimum include: contract number, employee's name, position, date of hire and NDA requirement.

(End of Clause)

G.10 BILLING RATES (MAY 2013)

(Applicable only to the following CLINs: 0002, 0003, 0102, 0103, 0202, 0203, 0302, 0303, 0402, 0403)

Billing Rates (May 2013)

- (a) As defined in FAR Subpart 42.7, Billing Rate means an indirect cost rate established temporarily for interim reimbursement of incurred indirect costs. Billing rates may be adjusted as necessary pending establishment of final indirect rates.
- (b) Notwithstanding the provisions of the clause entitled Allowable Cost and Payment (FAR 52.216-7), allowable indirect costs under this contract shall be determined by applying the following provisional billing rates to the bases specified below:

| TYPE | EFFECTIVE RATE PERIOD (FROM - TO) | LOCATION | APPLICABLE TO | BASE |
|------|---|----------|---------------|------|
|------|---|----------|---------------|------|

Bases: (1)

(c) The above rates are provisional billing rates only and shall apply from the date of award until such time as the rates are revised by modification. Any modification to change the above rates will also state the effective period covered by the revised rates.

(d) Billing rates may be prospectively or retroactively revised by mutual agreement of the Contracting Officer and the contractor at either party's request. When agreement cannot be reached, the billing rates may be unilaterally determined by the Contracting Officer as set forth in FAR 42.704.

(e) Final indirect rates shall be established in accordance with FAR Clause 52.216-7, Allowable Cost and Payment. As required by that clause, the contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer and auditor within the 6 month period following the expiration of each of its fiscal years. Upon receipt of the final indirect cost rate proposal and pending the establishment of final indirect cost rates, the contractor and the Government may mutually agree to revise the provisional billing rates to reflect the proposed indirect cost rates until the proposal has been audited and settled.

(End of Clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 HHSAR 352.203-70 Anti-Lobbying (December 18, 2015)

Pursuant to the HHS annual appropriations acts, except for normal and recognized executive-legislative relationships, the Contractor shall not use any HHS contract funds for:

(a) Publicity or propaganda purposes;

(b) The preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself; or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself; or

(c) Payment of salary or expenses of the Contractor, or any agent acting for the Contractor, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

(d) The prohibitions in subsections (a), (b), and (c) above shall include any activity to advocate or promote any proposed, pending, or future federal, state, or local tax increase, or any proposed, pending, or future requirement for, or restriction on, any legal consumer product, including its sale or marketing, including, but not limited to, the advocacy or promotion of gun control.

(End of clause)

H.2 IDENTIFICATION OF DATA (MAY 1998)

The Contractor shall identify the technical data delivered to the Government as required by this contract with the number of the contract and the name and address of the Contractor or subcontractor that generated the data.

(End of Clause)

H.3 REPRESENTATIONS AND CERTIFICATIONS (SEP 2009)

The Representations, Certifications and Other Statements of Offerors submitted by the Contractor prior to award are hereby incorporated by reference, with the same force and effect as if they were given in full text. The on-line Representations and Certifications is located at <https://orca.bpn.gov/>.

(End of Clause)

H.4 DISSEMINATION OF INFORMATION (MAY 1998)

No information related to data obtained under this contract shall be released or publicized without the prior written consent of the COTR.

(End of Clause)

H.5 RECORD RETENTION

The Contractor is responsible for records retention and CDC is not implementing a document destruction program authorizing the destruction of medical documents. However, in an effort to reduce associated costs for storing medical documents, the Department of Justice (DOJ) has agreed that electronic imaging is an acceptable method of

storage. This provides contractors the opportunity to destroy the paper documents, as long as the following conditions are met:

- (1) Contractors must certify the image is absolutely an identical replication of the paper document in every way;
- (2) The scanned image becomes the record keeping copy and is verified and documented as an identical replication of the paper document; and
- (3) Contractors must maintain accessibility and the ability to read the document in accordance with changes in technology.

Under no circumstances are contractors to destroy the only copy of any information, data, or files that CDC, DOJ, DHHS' Office of General Counsel or the OIG have identified as relating to a current investigation or litigation/negotiation, ongoing Workers' Compensation set aside arrangements, or documents which prompt suspicions of fraud or abuse of over utilization of services. Contractors can either retain the image copy or the hardcopy. This will satisfy evidentiary needs and discovery obligations critical to the agency's litigation interest.

(End of Clause)

H.6 USE OF GOVERNMENT DATA (REPORTS/FILES/COMPUTER TAPES OR DISCS)

Any data given to the contractor by the Government shall be used only for the performance of the contract unless the Contracting Officer specifically permits another use, in writing. Should the Contracting Officer permit the contractor the use of Government-supplied data for a purpose other than solely for performance of this contract and if such use could result in a commercially viable product, the Contracting Officer and the contractor must negotiate a financial benefit to the Government. This benefit should most often be in the form of a reduction in the price of the contract; however, the Contracting Officer may negotiate any other benefits he/she determines are adequate compensation for the use of these data.

Upon the request of the Contracting Officer or the expiration date of this contract, whichever shall come first, the contractor shall, upon instructions from the Contracting Officer, return or destroy all data given to the contractor by the Government. However, the Contracting Officer may direct that the data be retained by the contractor for a specific period of time, which period shall be subject to agreement by the contractor. Whether the data are returned, retained, or destroyed shall be the decision of the Contracting Officer with the exception that the contractor may refuse to retain the data. The contractor shall retain no data, copies of data, or parts thereof, in any form, when the Contracting Officer directs that the data be returned or destroyed. If the data are to be destroyed, the contractor shall directly furnish evidence of such destruction in a form the Contracting Officer shall determine is adequate.

(End of Clause)

H.7 PRIVACY ACT (SEP 2009)

(a) Notification is hereby given that the Contractor and its employees are subject to criminal penalties for violation of the Privacy Act to the same extent as employees of the Government. The Contractor shall assure that each of its employees knows the prescribed rules of conduct and that each is aware that he or she can be subjected to criminal penalty for violation of the Act. A copy of 45 CFR Part 5b, Privacy Act Regulations, may be obtained at <http://ecfr.gpoaccess.gov>.

(b) The Contracting Officer's Technical Representative (COTR) is hereby designated as the official who is responsible for monitoring contractor compliance with the Privacy Act.

(End of Clause)

H.8 HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (SEP 2008)

Pursuant to the Standards for Privacy of Individually Identifiable Health Information promulgated under the Health Insurance Portability and Accountability Act (HIPAA)(45 CFR Parts 160 and 164), covered entities may disclose protected health information to public health authorities “...authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, or disability, including, but not limited to, the reporting of disease, injury, vital events such as birth or death, and the conduct of public health surveillance, public health investigations, and public health interventions...” The definition of a public health authority includes “...a person or entity acting under a grant of authority from or contract with such public agency...” The **[Insert: Partner name]** is acting under contract with the CDC to carry out the duties as a **Clinical Center of Excellence** which is authorized by **H.R. 5503 (IH) James Zadroga 9/11 Health and Compensation Reauthorization Act** and therefore may be considered a public health authority under the Privacy Rule for purposes of this project. Further, CDC consider this to be **public health activity** for which disclosure of protected health information by covered entities is authorized by section 164.512(b) of the Privacy Rule (45 CFR 164.512(b)).

(End of Clause)

H.9 HEALTH INFORMATION TECHNOLOGY (JANUARY 2012)

Executive Order 13410: Promoting Quality and Efficient Health Care in Federal Government Administered or Sponsored Health Care Programs promotes efficient delivery of quality health care through the use of health information technology, transparency regarding health care quality and price, and incentives to promote the widespread adoption of health information technology and quality of care. To support this objective the awardee shall adhere to the following interoperability standards and requirements. For purposes of this contract clause, interoperability is defined as the ability of two or more systems or components to exchange information and to use the information that has been exchanged.

The Health Information Technology Clause (January 2012) shall be inserted in Section H of all contracts that involve (1) the exchange of public health data between public health entities, CDC, and other federal agencies, or (2) the exchange of public health data within the clinical setting, such as hospitals and providers, or any combination of (1) and (2), and covers both situations. The inclusion of this clause is a Contracting Officer decision made with the advice and in coordination with the appropriate program officials from the requesting office.

Interoperability of Health Information Technology

This section of the clause applies to contracts that involve the exchange of public health data between public health entities, CDC, and other federal agencies. This supports the development and use of interoperable information systems for public health functions such as biosurveillance, situational awareness, laboratory science, or environmental health.

- In addition to complying with HHS Standards for Security Configurations (HHSAR Clause 352.239-70), HHS Standards for Encryption Language (HHSAR Clause 352.239-71) and Federal Laws, Regulations and Standards related to IT Security (HHSAR Clause 352.239-72), the awardee is required to meet recognized interoperability standards as follows:
 - The awardee shall use nationally adopted Public Health Information Network (PHIN) standards (www.cdc.gov/phn) at the time of the system implementation, acquisition, or upgrade, in all relevant information technology systems supported, in whole or in part, through this contract. Where no PHIN standards exist, the awardee shall utilize recognized standards established by the Office of the National Coordinator for Health Information Technology (ONC) as described in their Nationwide Health Information Network (NwHIN) standards (www.hhs.gov/healthit/standards/background).
 - The awardee shall use PHIN policies, standards, practices, and services in the research and implementation of efficient and effective public health information systems, to facilitate interoperability (the ability of two or more systems or components to exchange information and to

use the information that has been exchanged) with public health organizations and networks, including NwHIN.

- Where the awardee supports or participates in health information or data exchange with disparate entities, the awardee must have an architecture that is compatible with the architecture of PHIN, where appropriate. If PHIN standards do not exist, the awardee shall refer to NwHIN standards (www.hhs.gov/healthit/standards/background).

Public Health Data within Clinical Healthcare

This section of the clause applies to contracts that involve the exchange of public health data within the clinical setting, such as hospitals and providers. This supports the exchange of public health information, including laboratory exchange data, between public health entities and healthcare systems.

- The awardee shall use health IT investments, such as electronic health records (EHRs), personalized health records, and network components through which they operate and share information, that are certified by a recognized certification board and/or validated and tested with PHIN (www.cdc.gov/phn) or NwHIN (<http://healthit.hhs.gov/portal/server.pt?open=512&objID=1153&mode=2>) certification to ensure a minimum level of interoperability or compatibility of health IT products.
- The awardee may use services available from the Agency for Healthcare Research and Quality (AHRQ) at www.healthit.ahrq.gov. This link provides technical assistance, identifies challenges to health IT adoption and use, and identifies solutions and best practices that have the potential to transform clinical practice through the best and most effective use of IT.
- Where feasible, the awardee shall collaborate with other healthcare entities, local quality improvement organizations, and/or local medical societies to promote the adoption of certified EHRs in clinical provider settings.
- Where feasible, the awardee shall collaborate with other healthcare entities and/or local hospital associations to promote the adoption of certified EHRs in hospital settings.
- The awardee shall identify public health entities that have a stake in the award and demonstrate interactions with them to implement and promote the adoption of PHIN and/or NwHIN data exchange standards in support of federal health initiatives (e.g., situational awareness, EHR Meaningful Use).
- The awardee shall report on public health information exchange activities that include partnerships with health information exchanges, other public health partners, or any other stakeholders within program reports, progress reports, or as requested by CDC.

(End of Clause)

H.10 HHSAR 352.239-73 SECTION 508 COMPLIANCE

Electronic and Information Technology Accessibility Notice

(a) Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 and the Architectural and Transportation Barriers Compliance Board Electronic and Information (EIT) Accessibility Standards (36 CFR part 1194), require that when Federal agencies develop, procure, maintain, or use electronic and information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

(b) Accordingly, any offeror responding to this solicitation must comply with established HHS EIT accessibility standards. Information about Section 508 is available at <http://www.hhs.gov/web/508>. The complete text of the Section 508 Final Provisions can be accessed at <http://www.access-board.gov/sec508/standards.htm>.

(c) The Section 508 accessibility standards applicable to this contract are: 1194.21, .22, .31, and .41.

In order to facilitate the Government's determination whether proposed EIT supplies meet applicable Section 508 accessibility standards, offerors must submit an HHS Section 508 Product Assessment Template, in accordance with its completion instructions. The purpose of the template is to assist HHS acquisition and program officials in determining whether proposed EIT supplies conform to applicable Section 508 accessibility standards. The template allows offerors or developers to self-evaluate their supplies and documentation detail - whether they conform to a specific Section 508 accessibility standard, and any underway remediation efforts addressing conformance issues. Instructions for preparing the HHS Section 508 Evaluation Template are available under Section 508 policy on the HHS Web site <http://hhs.gov/web/508>.

In order to facilitate the Government's determination whether proposed EIT services meet applicable Section 508 accessibility standards, offerors must provide enough information to assist the Government in determining that the EIT services conform to Section 508 accessibility standards, including any underway remediation efforts addressing conformance issues.

(d) Respondents to this solicitation must identify any exception to Section 508 requirements. If a offeror claims its supplies or services meet applicable Section 508 accessibility standards, and it is later determined by the Government, i.e., after award of a contract or order, that supplies or services delivered do not conform to the described accessibility standards, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its expense.

(End of clause)

H.11 SUBCONTRACTING PLAN (JUL 1999 REVISED)

The Contractor's subcontracting plan, as negotiated, submitted in response to this acquisition's solicitation is hereby incorporated by reference.

(End of clause)

H.12 HHSAR 352.237-75 KEY PERSONNEL (DEC 2015)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

| Name | Labor Category |
|-------------|-----------------------|
| | Clinic Director |
| | Clinic Administrator |
| | |

(End of clause)

H.13 CONDITIONS OF PERFORMANCE

In addition to the performance requirements of this contract set forth under Section C, Description/Specifications, Work Statement, the Contractor may be required to comply with the requirements of any revisions in legislation or regulations, which may be enacted or implemented during the period of performance of this contract, and are directly applicable to the performance requirements of this contract. In the event that revisions in legislation or regulations are enacted and do impact the performance requirements of this contract, the Contractor will have an opportunity to assess the cost and schedule impacts of such revisions and will, when applicable, be provided an equitable adjustment subject to the negotiated indirect cost ceiling(s) established in the contract.

(End of clause)

SECTION I - CONTRACT CLAUSES

SECTION I-1 - CLAUSES INCORPORATED BY REFERENCE

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov>
<http://farsite.hill.af.mil/>

(End of Clause)

I.2 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any **Health and Human Services Acquisition Regulation** (48 CFR **Chapter 3**) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Clause)

| FAR SOURCE | TITLE AND DATE |
|-------------------|---|
| 52.202-1 | Definitions (Nov 2013)(Deviation)(352.202-1)(Jan 2006) |
| 52.203-3 | Gratuities (Apr 1984) |
| 52.203-5 | Covenant against Contingent Fees (May 2014) |
| 52.203-6 | Restrictions on Subcontractor Sales to the Government (Sep 2006) |
| 52.203-7 | Anti-Kickback Procedures (May 2014) |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014) |
| 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity (May 2014) |
| 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions (Oct 2010) |
| 52.203-13 | Contractor Code of Business Ethics and Conduct (Oct 2015) |
| 52.203-17 | Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Apr 2014) |
| 52.204-4 | Printed or Copied Double-Sided on Recycled Paper (May 2011) |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) |
| 52.204-13 | System for Award Management Maintenance (Jul 2013) |
| 52.204-14 | Service Contract Reporting Requirements (Jan 2014) |
| 52.204-19 | Incorporation by Reference of Representations and Certifications (Dec 2014) |
| 52.209-9 | Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations (Nov 2015) |

| | |
|--|---|
| 52.215-2 | Audit and Records - Negotiation (Oct 2010) |
| 52.215-8 | Order of Precedence - Uniform Contract Format (Oct 1997) |
| 52.215-10 | Price Reduction for Defective Cost or Pricing Data (Aug 2011) |
| 52.215-11 | Price Reduction for Defective Cost or Pricing Data - Modifications (Aug 2011) |
| 52.215-12 | Subcontractor Cost or Pricing Data (Oct 2010) |
| 52.215-13 | Subcontractor Cost or Pricing Data - Modifications (Oct 2010) |
| 52.215-14 | Integrity of Unit Prices (Oct 2010) |
| 52.215-15 | Pension Adjustments and Asset Reversions (Oct 2010) |
| 52.215-18 | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Jul 2005) |
| 52.215-21 | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (Oct 2010) |
| 52.215-23 | Limitations on Pass-Through Charges (Oct 2009) |
| 52.216-7 | Allowable Cost and Payment (Jun 2013) |
| (CPFF CLINs: 0002, 0003, 0102, 0103, 0202, 0203, 0302, 0303, 0402, 0403) | |
| 52.216-8 | Fixed Fee (Jun 2011) |
| (CPFF CLINs: 0002, 0003, 0102, 0103, 0202, 0203, 0302, 0303, 0402, 0403) | |
| 52.219-8 | Utilization of Small Business Concerns (Oct 2014) |
| 52.219-9 | Small Business Subcontracting Plan, Alternate II (Oct 2015) |
| 52.219-16 | Liquidated Damages - Subcontracting Plan (Jan 1999) |
| 52.222-3 | Convict Labor (Jun 2003) |
| 52.222-21 | Prohibition of Segregated Facilities (Apr 2015) |
| 52.222-26 | Equal Opportunity (Apr 2015) |
| 52.222-35 | Equal Opportunity for Veterans (Oct 2015) |
| 52.222-36 | Equal Opportunities for Workers With Disabilities (Jul 2014) |
| 52.222-37 | Employment Reports on Veterans (Oct 2015) |
| 52.222-38 | Compliance with Veterans' Employment Reporting Requirements (Sep 2010) |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) |
| 52.222-50 | Combating Trafficking in Persons (Oct 2015) |
| 52.222-54 | Employment Eligibility Verification (Oct 2015) |
| 52.223-6 | Drug-Free Workplace (May 2001) |
| 52.223-18 | Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) |
| 52.224-1 | Privacy Act Notification (Apr 1984) |

| | |
|--|--|
| 52.224-2 | Privacy Act (Apr 1984) |
| 52.225-13 | Restrictions on Certain Foreign Purchases (Jun 2008) |
| 52.227-1 | Authorization and Consent (Dec 2007) |
| 52.227-2 | Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007) |
| 52.227-11 | Patent Rights -- Ownership by the Contractor (May 2014) |
| 52.227-17 | Rights in Data – Special Works (Dec 2007) |
| 52.227-23 | Right to Proposal Data (Technical) (Jun 1987) |
| 52.228-7 | Insurance -- Liability to Third Persons (Mar 1996) |
| 52.230-2 | Cost Accounting Standards (Oct 2015) |
| 52.230-3 | Disclosure and Consistency Cost Accounting Practices (Oct 2015) |
| 52.230-6 | Administration of Cost Accounting Standards (Jun 2010) |
| 52.232-1 (FFP CLINs 0001, 0101, 0201, 0301, 0401) | Payments (Apr 1984) |
| 52.232-9 | Limitation on Withholding of Payments (Apr 1984) |
| 52.232-17 | Interest (May 2014) |
| 52.232-20 (CPFF CLINs: 0002, 0003, 0102, 0103, 0202, 0203, 0302, 0303, 0402, 0403) | Limitation of Cost (Apr 1984) |
| 52.232-22 | Limitation of Funds (Apr 1984) |
| 52.232-23 | Assignment of Claims (May 2014) |
| 52.232-25 | Prompt Payment (Jul 2013) - Alternate I (Feb 2002) |
| 52.232-33 | Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors (Dec 2013) |
| 52.233-1 | Disputes (May 2014) |
| 52.233-3 | Protest After Award (Aug 1996) – Alternate I (Jun 1985) |
| 52.233-4 | Applicable Law for Breach of Contract Claim (Oct 2004) |
| 52.237-3 | Continuity Of Services (Jan 1991) |
| 52.237-7 | Indemnification and Medical Liability Insurance (Jan 1997) |
| 52.239-1 | Privacy or Security Safeguards (Aug 1996) |
| 52.242-1 (CPFF CLINs: 0002, 0003, 0102, 0103, 0202, 0203, 0302, 0303, 0402, 0403) | Notice of Intent to Disallow Costs (Apr 1984) |
| 52.242-3 (CPFF CLINs: 0002, 0003, 0102, 0103, 0202, 0203, 0302, | Penalties for Unallowable Costs (May 2014) |

0303, 0402, 0403)

52.242-4 Certification of Final Indirect Costs (Jan 1997)

(CPFF CLINs: 0002,
0003, 0102, 0103,
0202, 0203, 0302,
0303, 0402, 0403)

52.242-13 Bankruptcy (Jul 1995)

52.243-1 Changes – Fixed Price (Aug 1987)

(FFP CLINs: 0001,
0101, 0201, 0301,
0401)

52.243-1 Alternate III Changes – Fixed Price – Alternate III (Apr 1984)

(FFP CLINs: 0001,
0101, 0201, 0301,
0401)

52.243-2 Changes - Cost-Reimbursement (Aug 1987) – Alternate I (Apr 1984)

(CPFF CLINs: 0002,
0003, 0102, 0103,
0202, 0203, 0302,
0303, 0402, 0403)

52.244-2 Subcontracts (Jun 2007) – Alternate I (Oct 2010)

(CPFF CLINs: 0002,
0003, 0102, 0103,
0202, 0203, 0302,
0303, 0402, 0403)

52.244-5 Competition in Subcontracting (Dec 1996)

52.244-6 Subcontracts for Commercial Items (Oct 2015)

52.245-1 Government Property (Apr 2012)

52.245-9 Use and Charges (Apr 2012)

52.246-5 Inspection of Services – Cost Reimbursement (Apr 1984)

52.246-25 Limitation of Liability - Services (Feb 1997)

52.248-1 Value Engineering (Oct 2010)

52.249-2 Termination for Convenience of the Government (Fixed-Price) (May 2004)

(FFP CLINs: 0001,
0101, 0201, 0301,
0401)

52.249-6 Termination (Cost Reimbursement) (May 2004)

(CPFF CLINs: 0002,
0003, 0102, 0103,
0202, 0203, 0302,
0303, 0402, 0403)

52.249-8 Default (Fixed-Price Supply and Service) (Apr 1984)

(FFP CLINs: 0001,

0101, 0201, 0301,
0401)

52.249-14

Excusable Delays (Apr 1984)

52.253-1

Computer Generated Forms (Jan 1991)

HHSAR SOURCE

TITLE AND DATE

352.216-70

Additional Cost Principles (Dec 2015)

(CPFF CLINs: 0002,
0003, 0102, 0103,
0202, 0203, 0302,
0303, 0402, 0403)

352.219-70

Mentor-Protégé Program (Dec 2015)

352.222-70

Contractor Cooperation in Equal Employment Opportunity Investigations (Dec 2015)

352.223-70

Safety and Health (Dec 2015)

352.224-70

Privacy Act (Dec 2015)

352.227-70

Publications and Publicity (Dec 2015)

352.233-71

Litigation and Claims (Dec 2015)

352.239-73

Electronic Information and Technology Accessibility (Dec 2015)

SECTION I-2 - CLAUSES INCORPORATED IN FULL TEXT

I.3. FAR 52.203-14 – DISPLAY OF HOTLINE POSTER(S) (OCT 2015)

(a) *Definition.*

“United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

| Poster(s) | Obtain from |
|-----------|-------------|
| | |
| | |

(Contracting Officer shall insert—

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

I.4 FAR 52.215-19 -- NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall –

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I.5 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **any time prior to expiration of the contract or any exercised option periods.**

(End of Clause)

I.6 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **any time prior to expiration of the contract or any exercised option periods**; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least **thirty (30)** days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **60 months.**

(End of Clause)

I.7 FAR 52.219-4 NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2014)

(a) *Definition.* See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) *Evaluation preference.*

- (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—
 - (i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and
 - (ii) Otherwise successful offers from small business concerns.
- (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
- (3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offer elects to waive the evaluation preference.

(d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
- (3) General construction.
 - (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;
 - (ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;
 - (iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or
- (4) Construction by special trade contractors.
 - (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;
 - (ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;
 - (iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)

- (1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.
- (2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.
- (3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

I.8 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUL 2013)

(a) *Definitions.* As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether

dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code _____ assigned to contract number _____. *[Contractor to sign and date and insert authorized signer's name and title].*

(End of clause)

I.9 FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed **(to be negotiated)** or the overtime premium is paid for work –

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
 - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
 - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall –
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
 - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
 - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
 - (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of Clause)

SECTION J - LIST OF ATTACHMENTS

| | |
|---------------|---|
| Attachment #1 | Clinical Center of Excellence, Performance Work Statement |
| Attachment #2 | IT Security and Privacy |
| Attachment #3 | Business Associate Agreement |
| Attachment #4 | ACH Vendor / Miscellaneous Payment Enrollment Form |
| Attachment #5 | Past/Present Performance Reference Questionnaire |
| Attachment #6 | HHS Small Business Subcontracting Plan template (for completion and submission by Offerors which are other than small businesses) |

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

| FAR SOURCE | TITLE AND DATE |
|------------|---|
| 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007) |
| 52.204-7 | System for Award Management (Jul 2013) |
| 52.209-6 | Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) |
| 52.209-7 | Information Regarding Responsibility Matters (Jul 2013) |

K.1 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB. 2016)

- (a)
- (1) The North American Industry classification System (NAICS) code for this acquisition is 621498.
 - (2) The small business size standard is \$20.5 million.
 - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)
- (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
 - (2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
 - ☒ (i) Paragraph (d) applies.
 - ☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c)
- (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
 - (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
 - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
 - (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
 - (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
 - (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
 - (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.
 - (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

- (vii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (viii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

- (xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xviii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
 - (A) If the acquisition value is less than \$25,000, the basic provision applies.
 - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
 - (C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.
 - (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-- Certification. This provision applies to all solicitations.
- (xxi) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.
- (xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:
[Contracting Officer check as appropriate.]

- ___ (i) 52.204-17, Ownership or Control of Offeror.
- ___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- ___ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

___ (iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

___ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by clause number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR Clause | Title | Date | Change |
|------------|-------|------|--------|
| | | | |
| | | | |

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of Provision)

K.2 FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

K.3 FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The Offeror represents that--

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

K.4 FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The Offeror represents that –

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

K.5 FAR 52.230-1 - COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION. (OCT 2015)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$750,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

- ☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official
Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

- ☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official
Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

- ☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

- ☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

* The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ yes ☐ no

(End of Provision)

K.6 FAR 52.230-7 PROPOSAL DISCLOSURE – COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The Offeror shall check “yes” below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

☐ Yes ☐ No

If the Offeror checked “Yes” above, the Offeror shall--

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of Provision)

K.7 CONTACT FOR NEGOTIATION/ADMINISTRATION (MAY 1998 REVISED)

Designate a person we may contact for contract administration in the event your firm receives a contract as a result of this solicitation:

Name: _____ Title: _____

Address: _____

(Street) (City) (State) (Zip Code)

Area Code: _____ Telephone: _____

Offeror is located in _____ Congressional District.

Contract will be performed in _____
(State) (City) (Congressional District)

(End of Provision)

K.8 ONLINE REPRESENTATIONS AND CERTIFICATION APPLICATION (DEC 2005) (REVISED)

All potential Contractors are required to complete electronic annual representations and certifications at the System for Award Management (SAM) website. Certifications in SAM are required prior to the submission of contract proposals.

Contractors shall update the representations and certifications submitted to SAM as necessary, but at least annually, to ensure they are kept current, accurate, and complete. All Contractors with current contracts shall notify the Contracting Officer in writing when changes are made to SAM. The representations and certifications are effective until one year from date of submission or update to SAM.

(End of Provision)

K.9 CERTIFICATION (MAY 1998 REVISED)

TO BE COMPLETED BY THE OFFEROR: (The Offeror must check or complete all appropriate boxes or blanks in the Representations and Certifications contained herein). The Representations and Certifications must be executed below, by an individual authorized to bind the offeror.

The offeror makes the forgoing Representations and Certifications as a part of its proposal.

(Name of offeror) (Solicitation Number)

(Signature of Authorized Individual) (Date)

(Typed Name of Authorized Individual)

Note: The penalty for making false statements in offerors is prescribed in 18 U.S.C. 1001.

(End of Provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acqnet.gov>

<http://farsite.hill.af.mil/>

The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M, Evaluation Factors for Award.

| FAR SOURCE | TITLE AND DATE |
|-------------------|---|
| 52.204-6 | Data Universal Numbering System Number (Jul 2013) |
| 52.215-1 | Instructions to Offerors – Competitive Actions (Jan 2004) |
| 52.215-16 | Facilities Capital Cost of Money (Jun 2003) |
| 52.215-20 | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Alternate I (Oct 2010) |
| 52.215-22 | Limitations on Pass-Through Charges – Identification of Subcontract Effort (Oct 2009) |
| 52.222-24 | Preaward On-Site Equal Opportunity Compliance Evaluation (Feb 1999) |
| 52.222-46 | Evaluation of Compensation for Professional Employees (Feb 1993) |
| 52.232-38 | Submission of Electronic Funds Transfer Information with Offer (Jul 2013) |
| 52.237-10 | Identification of Uncompensated Overtime (Mar 2015) |

The following instructions establish the acceptable minimum requirements for the format and content of proposals.

(End of Provision)

L.2 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates awarding a Cost Plus Fixed Fee type completion form contract with one Fixed Price CLIN. The expected Line Item structure can be found in Section B. However, the Contracting Officer reserves the right to award any contract type/pricing arrangement.

(End of Provision)

L.3 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Centers for Disease Control & Prevention
Office of Acquisition Services
ATTN: Abbie Jemmott, Contracting Officer
Solicitation # 2016-N-18001
626 Cochrans Mill Road, Bldg 140
Pittsburgh, PA 15236-0070

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.4 SUBMISSION OF REPRESENTATIONS AND CERTIFICATIONS

In accordance with FAR 52.204-8, Annual Representations and Certifications (Feb. 2016), Offerors are required to maintain and submit representations and certifications electronically via the System for Award Management (SAM) website at www.sam.gov website.

Representations and certifications found in Section K that are not on the SAM website must be completed and submitted in hardcopy format under Tab 3 of business proposal. For additional details regarding electronic submission of annual representations and certifications see: <http://www.acqnet.gov/far/FAC/fac2001-26.pdf>

(End of Provision)

L.5 SOLICITATION QUESTIONS

Questions concerning this formal Request for Proposal shall be submitted electronically to Contracting Officer Abbie Jemmott via email to the following e-mail address: ajemmott@cdc.gov. **Questions pertaining to the solicitation are due no later than October 26, 2016 at 11:00 AM EST.**

Answers to questions that CDC determines to be necessary for proposal preparation will be conveyed in the form of a solicitation amendment and posted on the FEDBIZOPPS website (www.fedbizopps.gov) on or about **October 28, 2016 at 11:00 AM EST**. Technical questions submitted by telephone or verbally will not be honored.

EACH question submitted by the Offeror shall include the Performance Work Statement (PWS) section number and/or title (including subparagraph designations) or solicitation section and/or title being referenced. Submission of questions shall include, at a minimum, company name, address, point of contact and phone number.

NOTE: Questions submitted in chart or graph format will not be accepted.

(End of Provision)

L.6 INCURRING COSTS (MAY 1998)

This solicitation does not commit the Government to pay any cost for the preparation and submission of a proposal. In addition, the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed acquisition.

(End of Provision)

L.7 PROPOSAL SUBMISSION

Offerors shall deliver an electronic copy to the Contracting Officer at the email address below no later than 11:00 AM EST on November 21, 2016.

ygf3@cdc.gov

Confirmation of delivery shall be recorded by the date and time of the electronic receipt of proposal in the Contracting Officer's inbox.

Proposal delivery must be made to the exact location stated in this RFP solicitation on or before the date and time specified.

Offerors are also advised to make sure that the proposal is clearly marked as to:

- The RFP number
- The date and time for receipt
- The intended recipient

The proposal must be signed by an official authorized to bind your organization.

(End of Provision)

L.8 PROPOSAL CONTENTS

The following instructions will establish the acceptable minimum requirements for the format and contents of proposals. The Offeror's proposal submission shall consist of

Volume I – Technical/Management Proposal - See specific instructions in **L.11**

Volume II - Business Proposal - See specific instructions in **L.12**

Each of the volumes shall be separate and complete in and of itself so that the evaluation of one may be accomplished independently of the evaluation of the other.

It is the Government's intention that all work under this contract shall be performed within the United States, unless the Offeror can demonstrate that performance of work outside the United States satisfies the following factors:

- All terms of this solicitation regarding system security.
- All terms of this solicitation regarding the confidentiality and privacy requirements for information and data protection.
- All terms of this solicitation that are otherwise relevant, including the provisions of the Performance Work Statement.
- All terms of this solicitation regarding corporate compliance.
- All laws and regulations applicable to the performance of work outside the United States.
- The best interests of the United States.

If the Offeror proposes to perform any of the work under this contract outside the United States, the Offeror shall fully address the above factors in the appropriate sections of its written technical and business proposal. In preparing a proposal to meet this requirement, particular attention should be given to:

- Security
- Program Compliance
- Confidentiality of Information
- HIPAA
- Fraud Waste and Abuse

(End of Provision)

L.9 PROPOSAL PAGE FORMAT

Table of Contents: Please include a Table of Contents in order to identify all sections listed in Sections L.11 and L.12. Each section shall be organized such that an extensive search of documents is not necessary to review the proposal.

Labeling: A cover sheet shall clearly identify each volume, volume number, RFP Number, offeror's name, address, email address, phone number, point of contact, cage code, and DUNS number.

Page Size, Typing, Spacing and Page Numbering: The page size shall be 8.5 by 11 inches. The proposal shall contain numbered pages that correspond with the table of contents. Type size shall not be less than 12 point type and single-spaced. Each page shall be single spaced, 12 point font and have a 1" margin on all 4 sides; header and footer information may be contained within the 1" area. Graphs and tables shall be no less than 8 point type and single-spaced. The Contracting Officer, at his/her discretion, shall have the authority to waive minor deviations from the above specifications.

(End of Provision)

L.10 PROPOSAL ASSUMPTIONS

Offerors shall use the following assumptions when developing their proposal:

- 1) The WTC Health Program Clinical Center of Excellence (CCE) contract awards are planned on or before January 1, 2017.
- 2) For estimating purposes, the following numbers of members will be used by Offerors in preparing their cost estimates. The Offeror's proposal shall provide details about the size of the cohort that the Offeror is proposing to serve.

Table 1 WTC Health Program – Annual Status as of March 31, 2016

(Note: This table is based on dates of paid claims and will be updated on a quarterly basis.)

| | FDNY Responders in NYC area | General Responders in NYC area | Survivors in NYC area | Nationwide Members | Total |
|---|-----------------------------|--------------------------------|-----------------------|--------------------|--------|
| Membership | | | | | |
| New members (since 7/1/2011) ¹ | 42 | 6,045 | 4,048 | 3,251 | 13,386 |
| Total members ² | 16,520 | 39,869 | 8,734 | 9,280 | 74,403 |
| Paid Healthcare Services from 4/1/2015 to 3/31/2016 ³ | | | | | |
| Members who had monitoring or screening exams | 10,257 | 16,117 | 768 | 3,190 | 30,332 |
| Members who had diagnostic evaluations ⁴ | 6,118 | 10,751 | 267 | 1,714 | 18,850 |
| Members who had any type of treatment ⁵ | 7,680 | 11,126 | 2,142 | 2,335 | 23,283 |
| Members who had out-patient treatment | 5,812 | 9,232 | 1,087 | 1,970 | 18,101 |
| Members who received medications | 6,838 | 9,492 | 1,926 | 1,844 | 20,100 |
| Members who had in-patient treatment | 128 | 336 | 18 | 100 | 582 |
| Members who had emergency treatment | 54 | 154 | 7 | 66 | 281 |

1 - New members enrolled under the Zadroga Act requirements (adjustments are made each quarter to account for member records changes)

2 - New members and members enrolled prior to 7/1/2011 (adjustments are made each quarter to account for member records changes)

3 - Based on claims for services that were paid during this 12-month period (numbers fluctuate between quarterly updates due to annual submitted claims)

4 - For determining if a member has a WTC condition and for certifying that health condition

5 - Not equal to the sum of counts below because members can be counted in more than one subcategory of treatment.

(End of Provision)

L.11 TECHNICAL/MANAGEMENT PROPOSAL INSTRUCTIONS

The written Technical/Management Proposal must NOT contain reference to price/cost; however, resource information such as the proposed duration of the Transition-in Phase, or the number and labor category of personnel to be assigned to a particular function must be contained in the technical proposal so that your understanding of the scope of the work may be evaluated.

Volume I, Technical/Management Proposal has a total **page limit of 85 pages**. Offerors are cautioned that any proposal exceeding the 85 page limit will only be reviewed or evaluated up to page 85. The Table of Contents, Key Personnel resumes, Draft PII Plan, past performance information and references, Subcontracting Plan, and Section 508 template do not count against the page limit.

Volume I – Technical/Management Proposal shall be organized as follows:

| | |
|-------------------|---|
| Table of Contents | |
| TAB 1 | Response Assumptions |
| TAB 2 | Subfactor 1 - Understanding of the Requirements |
| TAB 3 | Subfactor 2 - Relevant Experience |
| TAB 4 | Subfactor 3 - Personnel |
| TAB 5 | Subfactor 4 - Technical Management Approach |
| TAB 6 | Past Performance |

Electronic Format: The Technical Volume shall be a single PDF file.

Volume I – Technical Proposal

A complete and comprehensive technical proposal shall be submitted, specifically addressing all factors, methods to be utilized and scheduling of resources to satisfactorily complete all tasks.

The specific written technical proposal instructions are listed below and the evaluation factors for award are outlined in Section M.

TAB 1 – Response Assumptions

1.1 Response Assumptions

The Offers shall include any assumptions used in preparation of their response.

TAB 2 – Subfactor 1, Understanding of the Requirements:

2.1 Offeror's Understanding of the Requirements

Clearly demonstrate your understanding of the concepts and requirements of the overall World Trade Center (WTC) Health Program and the Offeror's understanding of what roles and responsibilities the WTC CCE will have under this CCE contract. Section C.3 of the PWS, Scope of Work, should serve as the basis for this response.

2.2 Executive Summary

The executive summary should provide an overview of the contents of the proposal. The executive summary should include:

- A brief description of the Offeror's qualifications
- An organization plan describing the Offeror's business relationships and/or subcontractor relationships that will be used to meet the requirements of the WTC CCE contract
- An organizational chart for the administration of the WTC CCE
- A description of the Offeror's experience with providing services as outlined in the Performance Work Statement, consistent with the requirements of the Zadroga Act.

TAB 3 – Subfactor 2, Relevant Experience:

The section is used to demonstrate to CDC that the Offeror's experience gained on current or past projects of similar or larger size and scope is appropriate to the scope of the WTC CCE. The institutional background and experience section should describe the history and relevant experience of the Offeror and any subcontractors. Please use the statements below to guide in the preparation of your response.

3.1 Describe the relevant corporate experience of the Offeror and any proposed subcontractors. Relevant experience should include providing all services required by the PWS.

3.2 Provide documentation regarding verification of the states in which the Offeror has been authorized to operate as a healthcare provider.

3.3 Describe any contractual relationships with organizations necessary to the Offeror's full support of the WTC CCE (e.g., actuarial services, clinical staff, data information services, etc.)

3.4 Describe any restrictions or pending reviews by state or federal authorities for non-compliance with state or federal statutes or regulations. Provide details for the past three years, including the outcome.

3.5 If you are rated by the NCQA, URAC, JCAHO, or other organizations, provide the most recent rating along with the date the rating was received and to which business group it applied.

TAB 4 – Subfactor 3, Personnel:

The section is used to demonstrate to CDC that the Offeror will have personnel assigned to this project that have the experience, educational background, and record of past accomplishment appropriate to the scope of the effort. Please use the statements below to guide in the preparation of your response.

4.1 The offeror shall provide a matrix of employees (both key personnel and non-key personnel) proposed for this effort which lists their relevant education & qualifications, health program support experience, employment relationship (direct employee/subcontractor employee), and indicate which duties and/or services they are responsible for performing under this contract and the percentage of time dedicated to this effort.

4.2 At a minimum, Key Personnel shall include a Clinic Director and a Clinic Administrator. The Clinic Director shall have overall responsibility for the CCE contract and shall serve as the CCE's primary point of contact with the WTC Health Program Administrator on all issues, including medical matters. The CCE Clinic Director shall be highly knowledgeable of all aspects of the WTC Health Program. The CCE Administrator shall serve as the CCE's secondary point of contact with the WTC Health Program Administrator on policy and non-medical issues. Provide the name, address, and telephone number of a contact person that can provide references for each of the Key Personnel. Attach resumes of all Key Personnel. Specify where Key Personnel will be physically located and the percentage of time that will be devoted to this requirement. Additional job description and resumes for senior management personnel (i.e., Case Management Team Lead, Operations and Management Team Lead, IT Security Team Lead, Members Service Team Lead) are encouraged to be included.

TAB 5 – Subfactor 4, Technical Management Approach:

The offeror shall demonstrate a Technical Management Approach appropriate to achieve each objective listed in the PWS. Offerors shall use the items below to guide the preparation of their responses.

5.1 Draft Project Management Plan: Describe the organization, policies, and procedures that will be used to manage this requirement. The offeror's response shall include level of efforts and short-term / long-term deliverables to address the objectives. The offeror shall clearly describe each task to be performed and evaluated to achieve all of the objectives listed in the PWS. The offeror shall provide the reporting component as part of the

project management plan (PMP) which includes, but is not limited to, project management reporting, monthly, and quarterly reports that clearly reflect level of efforts, deliverables, quality assurance and improvement plans, achievements, barriers and strategies to address them. Describe the information that will be available to the WTC Health Program and any analysis and review of this information that will be performed by the offeror.

5.2 Draft Quality Assurance Plan: The offeror shall describe its approach for quality assurance including performance standards, acceptable quality levels, and the quality assurance surveillance plan to monitor and evaluate all aspects of contract performance. The offeror shall provide a quality assurance plan, which sets forth the management and quality control actions the offeror will put into place to ensure performance in compliance with contract requirements. At a minimum, the plan's content shall address who within the offeror's organization has oversight and reporting responsibility for quality assurance, when and how quality reviews are to be performed and a procedure for escalation and resolution of any identified quality problems. The offeror shall update the plan, with changes indicated, as necessary or as instructed by the COR and CO to ensure that it remains current and is capable of producing the desired quality results.

5.3 Draft Operations Manual: The offeror shall develop and maintain an operations manual that contains a complete set of written standard operating procedures (SOPs) which guide all contract-related services, processes, and activities. The SOPs shall be used to meet the objectives outlined in the PWS and provide the requisite security and process support for the WTC Health Program to include evidentiary documentation for formal Federal audits as well as Security Certification and Accreditation of contractor-provided systems for the program. The operations manual shall be aligned with the Policy and Procedures Manual(s) for the WTC Health Program. The WTC Health Program Policy and Procedure Manual and Notices can be found at http://www.cdc.gov/wtc/ppm_portal.html. The offeror shall provide support of ongoing updates to the WTC Health Program Policy and Procedures Manual(s).

5.4 Draft Coordination of Benefit Recovery Plan: The offeror shall prepare a Coordination of Benefit and Recovery (COB&R) Plan. The COB&R Plan shall establish and maintain a robust operationalized system and rules for COB&R functions for all claims involving COB with private and public insurers which shall pay before the WTC Health Program for survivor members and for members who have workers' compensation benefits. The plan shall outline which entity pays first using a variety of methods and programs to identify situations in which the WTC Health Program beneficiaries have other insurance that is primary to WTC Health Program. The offeror's (or its subcontractor's) COB&R activities shall include the collection, management, and reporting of other insurance coverage for beneficiaries and recovery of paid claims which were paid incorrectly or should have been paid by other insurances or coverages.

5.5 Draft PII Security Plan

The offeror shall provide an effective PII Security Plan with their response. Information concerning the PII Security Plan can be found in Attachment J-2, *Information Technology Security and Privacy*.

5.6 Section 508 Standards

Clearly identify the applicable Section 508 standards and include a completed HHS Section 508 Product Assessment Template. See [Electronic and Information Technology Accessibility \(2008\)](#). NOTE: The Section 508 template is excluded from the technical proposal page limit. Offerors shall include the Section 508 template as an Appendix (appropriately identified) to the Technical Proposal. Only this Section 508 Appendix is excluded from the technical proposal page limit; all other Appendices or Attachments (as applicable) are included in the technical proposal limit.

TAB 6 – Past/Present Performance:

(Offerors are encouraged to submit this information prior to other parts of the proposal to assist the government in reducing the length of the evaluation period)

Offerors will submit at least 3 references using the Past/Present Performance Reference Questionnaire (**Attachment #5**) and the following guidance:

- Submit references only for which the offeror has performed services similar in nature to this requirement within 3 years from the date of this solicitation.
- References may include those entered into with the Federal Government, agencies of state and local governments and commercial customers.

Along with submitting the Past/Present Performance Reference Questionnaires, submit a narrative of the offeror's past/present performance describing the work and the relevance of such work/experience. The following information should be included:

1. Name of Contracting Organization;
2. Contract Number;
3. Description of services provided under the contract and the ways the services performed are relevant to the services required under this RFP;
4. Names, addresses, telephone numbers, e-mail address (if known) and facsimile numbers of the Contracting Officer and the COTR/Project Officer/COR for all Government contracts. Names, addresses, telephone numbers, and facsimile numbers of private sector contacts equivalent of a Federal Government Contracting Officer and Project Officer (e.g. Operations Manager);
5. The dollar value of the contract;
6. Contract type (Firm-fixed price, cost-plus-fixed-fee, etc.);
7. Period of Performance;
8. Place of performance;
9. The number and type of personnel assigned in performance of the contract;
10. Information on problems encountered on the identified contracts and the Contractor's corrective actions;
11. Copies of the most recent Past Performance Evaluation issued to the Contractor under each contract listed.

Page limit: 2 pages

Offerors that have no similar previous or current contracts should provide the requested information above for proposed subcontractors that will perform major or critical aspects of the requirement or for the proposed project manager or key personnel responsible for major or critical aspects of the requirement.

(End of Provision)

L.12 Business Proposal Instructions

Business proposals will be submitted following the instructions included in FAR 15.408, the CLIN structure provided with the RFP, and in accordance with the Performance Work Statement (PWS). Included are instructions (e.g. cost breakout, other direct costs, and travel) that will be followed for all business proposal submissions. The level of detail for the Business proposal has been drawn from the PWS. The proposed costs that are to be provided shall be to the extent that the offeror's accounting system is able to capture cost data for that particular section.

If, during the review of business proposals submitted by Offerors in response to this RFP, CDC determines that additional cost information is needed, Offerors may be required to submit additional cost information.

The proposal submission of other than cost or pricing data is required to be in the format prescribed in FAR 15.408, Table 15-2. It provides instructions on preparing a proposal and the supporting documentation required. For assistance in proposal preparation, see publication DCAAP 7641.90 dated January 2004 entitled "Information for Contractors" published by the Defense Contract Audit Agency. The full text of this publication is available on the Internet at <http://www.dcaa.mil>.

The business proposal does not have a page limit; however, it should be carefully prepared to be clear and concise.

The business proposal shall consist of the following:

Table of Contents

| | |
|-------|--|
| TAB 1 | Proposal Assumptions |
| TAB 2 | Contract Forms, Representations and Certifications |
| TAB 3 | Information Other than Cost and Pricing Data |
| TAB 4 | Other Administrative Data |

TAB 5 Responsibility Determination

TAB 6 Subcontracting Plan

Offeror's are to provide pricing for all line items listed in Section B of the solicitation, to include the base period and all option periods.

Electronic Format: The Business Volume shall be any mix of file formats consisting of MS Word, MS Excel, and PDF files. Any formulas or calculations shall be readable and conveyed in MS Excel.

Volume 2 – Business Proposal

TAB 1 – Proposal Assumptions:

Offerors shall provide all proposal assumptions used in preparing their proposal submission. Assumptions should include rationale for all cost elements. For example, Labor rationale sheets should describe how the basis of the hours were determined (e.g. historical data, technical experience, etc.) Assumptions should be separated and identified for the Technical/Management Proposal, Volume I, and the Business Proposal, Volume II.

TAB 2 – Contract Forms, Representations and Certifications:

Signed, dated, and fully executed package consisting of:

- a) SF-33, Solicitation, Offer and Award;
- b) Section B - complete cost/fee Table;
- c) Section G - complete Indirect Rates Table;
- d) Section H - complete Key Personnel Table;
- e) Section K - must be executed by an official authorized to bind the offeror. In lieu of submitting Section K, offerors may complete their Representations and Certifications using the www.sam.gov and include a notice in the proposal that the offeror has entered its Representations and Certifications in www.sam.gov. See [Section K](#) for further instructions.

TAB 3 – Information Other than Cost and Pricing Data:

The cost proposal is presumed to represent the offeror's best effort to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and price should be explained in the proposal. Any significant inconsistency, if not explained, raises a fundamental issue of the understanding of the nature and scope of the work required and of the offeror's financial ability to perform the contract and may be grounds for rejection of the offer. The burden of proof for cost credibility is with the Offeror.

Prospective Offerors, at a minimum, must submit a cost/price proposal supported by information other than cost and pricing data (See FAR 15.4) adequate to establish the reasonableness and realism of the proposed cost/price.

Pursuant to FAR 15.404-1(d) Cost Realism Analysis, a cost realism analysis shall be performed on cost-reimbursement contracts to determine the *probable cost* of performance for each offeror. Accordingly, offerors shall submit "Information Other than Cost or Pricing Data" to facilitate the government's cost realism analysis. Note: certified cost or pricing data is NOT requested and is NOT required.

The information submitted shall consist of a detailed cost-element breakout that identifies major cost elements and a reference or "notes" column that cross-references **supporting rationale** which **explains** the basis of the offeror's estimate and **any underlying assumptions**. Sum by major cost element (e.g. direct labor, other direct costs).

It is imperative that offerors submit supporting rationale to explain the basis of their cost estimates. In addition to calculating a *probable cost estimate*, the Government will also evaluate each offeror's cost proposal by assigning a [risk adjective](#) in accordance with Section M evaluation procedures. As explained in Section M, the assigned cost risk is determined by the percentage of "unsupported" and /or "insufficiently" supported costs to total proposed cost. Likewise, offerors must ensure that their subcontractors' costs are also adequately supported.

NOTE: Pursuant to FAR 15.404-4(c)(4)(i)(C), for other cost-plus-fixed-fee contracts, the fee shall not exceed 10 percent of the contract's estimated cost, excluding fee. Accordingly, the government will reject proposals containing a fee exceeding 10 percent of the contract's estimated cost, excluding fee.

Include MS Excel spreadsheets with supporting rationale in your submission for all pricing broken down as follows:

Direct Labor:

Explain the basis for labor **hour** estimate and include any underlying assumptions. Offerors shall provide labor rates for all labor categories that are expected to be used in the performance of the WTC CCE contract. Such labor rates shall be projected for the base year and all option years. Provide a copy of your labor rate agreement, or if you have no such agreement, explain the basis for hourly **rate** estimates. If direct labor rates are based on a current salary schedule, provide the salary schedule for all proposed labor categories. Also disclose your firm's average experienced annual labor escalation for the past two years. **NOTE:** see FAR 52.222-46, [Evaluation of Compensation for Professional Employees](#) provision at L.1 of this RFP. If the labor rates are escalated, the rationale for the proposed escalation rate should be included in the submission. The proposed labor rates should be supported with payroll information, letters of intent or salary survey information.

Fringe Benefits:

Show fringe benefits as a separate cost category. Identify the proposed rate(s) and describe the method of calculating the fringe benefits proposed under this award. If you do not have government approved/negotiated fringe benefit rates and are not in the process of negotiating fringe benefit rates, provide two (2) years of historical fringe benefit rate information (incurred rates) and current year-to-date actual incurred rates – supported by appropriate accounting information which identifies the incurred fringe benefit costs for each sub-element comprising the fringe benefit rate pool, and also identify the corresponding labor allocation bases; Provide a copy of the fringe benefit rate and policy guidelines;

Subcontracts:

All proposed subcontractors shall submit a complete cost proposal in the same format as the Offeror's cost proposal. Subcontractors may submit cost proposal showing the breakdown of costs to CDC under separate sealed package. The Offeror will provide a copy of cost or price analysis performed on proposed subcontractors, as required under FAR 15.404-3. Include these analyses as part of your own cost submissions for subcontracts. (Also, see FAR Subpart 44.2 for information required to support a request for subcontract consent and 52.244-2 – Subcontracts, particularly subparagraph (e)(1)). If offerors propose subcontractors without competition, offerors shall explain why such requirements were not competed and explain the basis by which the Prime offeror determined their subcontractor's price "fair and reasonable." Offeror shall also identify the **contract type** negotiated with its subcontractor(s).

Indirect Costs:

Indicate how you have computed and applied your indirect costs, including cost breakdowns.

- (1) Offerors with a current government approved indirect rate agreement should provide a copy of your current approved indirect cost rate agreement with the proposal.
- (2) If you have entered into indirect rate negotiations with the federal government and they have not concluded, furnish a copy of the indirect rate proposal as an attachment to your business proposal.
- (3) Offerors without current government approved/negotiated indirect rates need to provide the following:
The last two years of actual indirect rates with a rate schedule showing both the pool (by cost centers) and base of allocation for each indirect rate and current year-to-date actual incurred rates. Provide budgeted out year rates with sufficient detail to support the basis of estimate for each cost center in the overhead pool. The indirect bases should be in line with anticipated future work.

Offerors should be aware that, as part of the Business Proposal, Offerors and their subcontractors will be evaluated on whether they possess approved provisional billing rates. Without the forward pricing rate agreements or approved provisional billing rates, CDC believes that the Contractor's future indirect rate stability possibly could be unpredictable, and would represent some risk in the Business Proposal.

Uncompensated Overtime:

Offerors are required to include a copy of its policy on “uncompensated overtime” with its proposal (FAR 52.237-10). Uncompensated overtime is defined as “hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act.”

Facilities Capital Cost of Money:

Pursuant to HHSAR 315.404-4, when facilities capital cost of money (cost of capital committed to facilities) is included as an item of cost, a reduction in the profit objective shall be made in an amount equal to the amount of facilities capital cost of money proposed/claimed. This effectively makes the inclusion of facilities capital cost of money in a proposal as an element of cost irrelevant.

Travel (if applicable):

All travel costs proposed shall be reimbursed on a cost reimbursement basis in accordance with the Federal Travel Regulation (FTR). A copy of your corporate travel policy shall be submitted with your proposal. Offerors are required to submit a breakdown of proposed travel expenses consisting of the following: Number, types and purpose of trips, number of travelers, duration of trip for each destination, mileage, per diem, air fare, and miscellaneous expenses.

Other Direct Costs (ODCs):

These include materials, equipment, etc. The Offeror shall consolidate ODCs into one line item. However, a separate schedule shall be provided to break down ODCs. The schedule shall provide a detailed itemization of each ODC. The Offeror shall also provide the basis of estimate and rationale for the need for each item of ODC and any underlying assumptions such estimates are predicated upon. Identify calculations that result in the specific cost estimates (e.g. if ODC cost "xyz" = \$10,000, identify the calculation of the cost "xyz" such as unit price and quantity etc.). Proposed consulting services must be supported by signed consulting agreements or letters of intent/commitment that clearly denote the agreed to hourly compensation rate. Explain if competitive quotes were sought and if competition not sought, provide explanation for the absence of competition.

Escalation: Identify any escalation rates used and the source or basis for the proposed escalation rate(s). If based on historical data, identify and explain how such data is relevant and used to derive the proposed escalation rates.

Summary Roll-up of All Costs:

In addition to the individual contract line item summaries, the Offeror shall include a summary sheet inclusive of all costs.

Defense Contract Audit Agency (DCAA):

Provide the name, address and telephone number of the Offeror's cognizant DCAA office.

TAB 4 – Other Administrative Data:

(1) General - The Offeror's proposal must stipulate that it is predicated upon all the terms and conditions of this solicitation. In addition, it must contain a statement to the effect that it is firm for a period of **at least 90 days** from the date specified for receipt of offers by the Government.

(2) Your proposal must list any current commitments with the Government relating to the work or services and indicate whether these commitments will or will not interfere with the completion of work and services as contemplated under your proposal for this solicitation. Identify:

- a. Contract number
- b. Project title
- c. Dollar value
- d. Period of performance.

(3) Your proposal must identify any former HHS employee to be utilized on this project by providing the individual's name, dates employed by HHS, where employed, and the capacity in which employed.

(4) Subcontracts - The Offeror's proposal shall include the following subcontract information to be evaluated:

- a. A copy of the subcontract/agreement which includes, at a minimum:
 - 1) The supplies or services to be subcontracted; i.e., PWS
 - 2) Identification of the type of subcontract to be used;
 - 3) Proposed subcontract price; and,
 - 4) Flowdown of appropriate FAR and prime contract clause from prime contractor.
- b. Certificate of Current Cost or Pricing Data; as appropriate,
- c. Subcontract Negotiation Memorandum reflecting:
 - 1) The principal elements of the subcontract price negotiations;
 - 2) The most significant considerations controlling establishment of initial or revised prices;
 - 3) The reason cost or pricing data were or were not required;
 - 4) The extent, if any, to which the Offeror relied on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - 5) The extent to which it was recognized in the negotiation that the subcontractor's cost and pricing data were not accurate, complete or current; the action taken by the Offeror and the subcontract; and the effect of any such defective data on the total price negotiated;
 - 6) The reasons for any significant difference between the Offeror's price objective and the price negotiated; and,
 - 7) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decision used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- d. Extent to which adequate price competition was obtained, or justification for its absence.
- e. Statement as to whether the proposed subcontractor is on the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

(5) Equipment to be purchased:

If additional equipment must be acquired, you must include in your proposal the description and estimated cost of each item and whether you propose to furnish the item with your own funds.

(6) Government Property:

- a. It is HHS policy that Contractors provide all equipment and facilities necessary for performance of the contract; however, in some instances, an exception may be granted to furnish Government owned property or to authorize purchase with contract funds. If additional equipment must be acquired, you must include in your proposal the description and estimated cost of each item and whether you propose to furnish the item with your own funds.
- b. You must identify all Government-owned property in your possession and all property acquired from Federal funds, to which you have title, which is proposed to be used in the performance of the prospective contract.
- c. The management and control of Government Property must be in accordance with HHS Publication OS-686 entitled, "Contractor's Guide to Control of Government Property (1990)," a copy of which will be provided upon request.

(7) Disclosure Statement:

If applicable, Offerors shall submit a Disclosure Statement in accordance with FAR Part 30.202 and Section K.5.

(8) Adequate Accounting and Estimating Systems:

Offerors shall certify that they have an approved accounting and estimating systems that are in compliance with applicable contract cost principles and procedures of FAR Part 31 as well as FAR Appendix A, Cost Accounting Standards (CAS) in order to be considered for award of cost type contracts. Offerors shall state if their practices used in estimating cost are consistent with their cost accounting practices used to accumulate, segregate, and report costs. Also, identify name, title telephone number of person to contact regarding your proposed accounting system.

Offerors having an accounting system determined adequate by a Federal agency such as Defense Contract Audit Agency (DCAA) shall submit a copy of such audit with their proposal. Otherwise, offerors shall comply with the following instructions:

Pursuant to FAR 16.301-3, the following information **is required**: A narrative describing the adequacy of the offeror's accounting system for determining costs applicable to a cost-reimbursement type contract. As a minimum, the narrative shall explain the following:

1. The nature and adequacy of controls which govern the establishment of budgets;
2. The procedures for accumulating incurred costs by budget element; the actual cost compared to budgeted costs; the means provided for comparing incurred costs to the percentage of contract completion; and development of estimates to complete;
3. Whether the contractor's organization effectively utilizes its financial management tools to promptly report potential cost overruns and underruns to contractor management and subsequently to the Government;
4. The methods by which the overall contract financial controls relate to the day-to-day supervisory controls maintained at the operational level;
5. Ability of the offeror's accounting system to accurately and consistently segregate contract costs from all other unrelated costs.;
6. Ability to assign costs to cost objectives in accordance with applicable Government contract rules and regulations;
7. Ability to account for costs in accordance with Generally Accepted Accounting Principles;
8. Ability to provide supporting documentation that is complete, accurate, and readily available for examination to support claimed/billed costs as allowable and allocable to Government contracts;
9. Description of your present accounting system and any changes contemplated as a result of your proposal.

(9) Organization Structure:

Offerors should submit an organization structure chart that depicts the relationships between the parent company and its subsidiaries (if applicable). This structure should also include Business Units, Divisions, etc.

(10) Service Contract Act:

Offerors should identify those proposed labor categories subject to the Service Contract Act of 1965, as Amended (FAR 22.10) and provide a crosswalk to the labor category in the applicable Wage Determination for their place of performance. Offerors may obtain Wage Determinations at www.servicecontract.fedworld.gov (click on "selecting SCA WDs" to obtain wage determination).

(11) The contractor will be required to become a Business Associate of the WTC Health Program (**Attachment #2**) if named the successful respondent. The contractor must return a signed copy of the Business Associate Agreement with their response to the RFP.

TAB 5 – Responsibility Determination:

The Contracting Officer will make a responsibility determination in accordance with FAR Subpart 9.1. The Offeror shall submit sufficient, current and adequate documentation to demonstrate responsibility. To be determined responsible, a prospective contractor must:

- Have adequate financial resources to perform the contract, or the ability to obtain them;
- Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- Have a satisfactory performance record. A prospective contractor shall not be determined responsible or nonresponsible solely on the basis of a lack of relevant performance history, except as provided in [9.104-2](#);
- Have a satisfactory record of integrity and business ethics;
- Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors).
- Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The responsibility determination is not point-scored; however, it will be used as a factor in making a recommendation for contract award.

TAB 6 – Subcontracting Plan:

This requirement does not apply to small business concerns or to offers which do not exceed \$550,000.00

- (1) The offeror, prior to being awarded a contract, must submit an acceptable subcontracting plan (see FAR 52.219-9) or demonstrate that no subcontracting opportunities exist.
- (2) The term "subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for the performance of the original contract or subcontract. This includes, but is not limited to, agreements/purchase orders for supplies and services.
- (3) The offeror understands that:
 - a. No contract will be awarded unless and until an acceptable plan is negotiated with the Contracting Officer which plan will be incorporated into the contract, as a material part thereof.
 - b. An acceptable plan must, in the determination of the Contracting Officer, provide the maximum practicable opportunity for Small Businesses, Small Disadvantaged Businesses, Women-Owned Small businesses, HUBZone Small Businesses, Veteran-Owned Small Businesses, and Service Disabled Veteran-Owned Small Businesses to participate in the performance of the contract.
 - c. If a subcontracting plan acceptable to the Contracting Officer is not negotiated within the time limits prescribed by the contracting activity and such failure arises out of causes within the control and with the fault or negligence of the offeror, the offeror shall be ineligible for an award. The Contracting Officer shall notify the Contractor in writing of the reasons for determining a subcontracting plan unacceptable early enough in the negotiation process to allow the Contractor to modify the plan within the time limits prescribed.
 - d. Prior compliance of the offeror with other such subcontracting plans under previous Federal contracts will be considered by the Contracting Officer in evaluating the reasonableness and realism of the offeror's plan and probability for achieving the plans objectives. Accordingly, offerors are invited to submit both goals and actual results achieved for plans related to similar service requirements under other contracts. Identify the contract number, contracting officer name and contact information (phone number, email address), and

provide copies of the annual Summary Subcontracting Reports as reported on eSRS or applicable forms if not filed on eSRS.

- e. It is the offeror's responsibility to develop a satisfactory subcontracting plan with respect to Small Business Concerns, Small Disadvantaged Business Concerns, Women-Owned Small Business Concerns, HUBZone Small Business Concerns, Veteran-Owned Small Business Concerns, and Service Disabled Veteran-Owned Small Business Concerns and that each such aspect of the offeror's plan will be judged independent of the other.
- f. The offeror will submit, as required by the Contracting Officer, subcontracting reports in accordance with the instructions thereon, and as further directed by the Contracting Officer. Subcontractors will also submit these reports to the Government's Contracting Officer or as otherwise directed, with a copy to the prime Contractor's designated small and disadvantaged business liaison.

Plan Contents: complete and submit the Small Business Subcontracting Plan provided in Attachment #6.

(End of provision)

L.13 HHSAR 352.232-70 Incremental Funding (Dec 2015)

The Government intends to negotiate and award a cost-reimbursement contract using incremental funding as described in the clause at [FAR 52.232-22](#), "Limitation of Funds". The initial obligation of funds under the contract is expected to cover the majority of services provided under the base period. The Government intends to obligate additional funds up to and including the full estimated cost of the contract for the remaining periods of performance by unilateral contract modification. However, the Government is not required to reimburse the Contractor for costs incurred in excess of the total amount obligated, nor is the Contractor required to perform beyond the level supported by the total amount obligated.

(End of provision)

Section M - Evaluation Factors For Award

FAR SOURCE

52.217-5

TITLE AND DATE

Evaluation of Options (Oct 2004)

M.1 Basis of Award

Award will be made to that responsible Offeror submitting the proposal determined to be the most advantageous and the best value to the Government as evaluated under the criteria described in this section. The Government will make this determination by comparing differences in the value of non-cost factors (Technical/Management and Past/Present Performance) with the Government's *probable cost estimate*. The Government may select for award the Offeror whose price is not the lowest, but whose Technical/Management and Past/Present Performance ratings are sufficiently more advantageous to justify the payment of a higher price. Conversely, the Government may select for award the Offeror whose price is lower, when the other Offerors' Technical/Management and Past/Present Performance ratings are not sufficiently more advantageous to justify the payment of a higher price.

(End of Provision)

M.2 Discussions and Final Proposal Revisions

The Government reserves the right and intends to award without discussions. Each Offeror should submit its best proposal as the opportunity to submit a revised proposal is not anticipated. If, during the evaluation period, it is determined to be in the best interest of the Government to hold discussions, these discussions will be held with only those Offerors determined by the Contracting Officer to be in the competitive range. The Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted and limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(End of Provision)

M.3 Rejection of Unrealistic Offerors

The Government may reject any proposal that is evaluated to be unrealistic in terms of program commitments, including contract terms and conditions, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.

(End of Provision)

M.4 Correction Potential of Proposals

The Government will consider throughout the evaluation the "correction potential" of any deficiency or proposal weakness. The judgment of such "correction potential" is within the sole discretion of the Government. If an aspect of an Offeror's proposal not meeting the Government's requirements is not considered correctable, the Offeror may not be included in the competitive range or eventually eliminated from the competitive range.

(End of Provision)

M.5 Determinations

In addition to conducting an evaluation using the Evaluation Factors below, the Government will make the following ² determinations:

- a. Adequacy of Offeror's accounting system pursuant to FAR 16.301-3;
- b. Adequacy of Offeror's financial resources pursuant to FAR 9.103-1(a).

(End of Provision)

M.6 Evaluation Factors

M.6.1 General Considerations

The Government will assess all responsible proposals against the solicitation requirements and criteria defined by the evaluation factors and sub-factors below. In addition to the evaluation of the specific factors identified below, the Government will consider compliance with the solicitation terms and conditions.

M.6.2 Specific Criteria – Evaluation Factors and Sub-Factors

The Government will use the four (4) factors listed below to make a "best value" determination. The Technical/Management Factor is more important than Past/Present Performance. All evaluation factors other than Cost/Price, when combined, are more important than Cost/Price.

Factor 1. Technical/Management: The number adjacent to each sub-factor in the table below indicates the relative importance to the other sub-factors.

| Sub-Factor | Sub-Factor Description | Sub-Factor Relative Weight |
|------------|-----------------------------------|----------------------------|
| 1 | Understanding of the Requirements | .10 |
| 2 | Technical and Management Approach | .40 |
| 3 | Relevant Experience | .30 |
| 4 | Personnel | .20 |
| | Total: | 100% |

Factor 2. Past/Present Performance

Factor 3. Cost/Price

(End of Provision)

M.7 Factor and Sub-Factor Evaluation

The Technical/Management Factor will be evaluated based on each sub-factor under that factor. Specific elements to be considered are provided in paragraph M.7.1 below.

The Past/Present Performance Factor will be evaluated based on a performance risk assessment confidence rating. Performance confidence represents the Government's confidence in the Offeror's ability to successfully perform as proposed and is based on an assessment of the Offeror's present and past work record. This factor is further described in paragraph M.7.2 below.

² To facilitate these determinations, Offerors are reminded to provide the appropriate information (i.e. accounting system description, financial statements and cost/price information) in accordance with the instructions included in Section 'L'.

Cost will be evaluated as described in paragraph M.7.3 below.

M.7.1 Factor 1. Technical/Management

Step 1. For each sub-factor, the Government will identify “Significant Strengths”, “Strengths”, “Weaknesses”, “Significant Weaknesses”, “Deficiencies” or “No Identified Ratings” - as applicable - using the definitions from Table 1 below.

Step 2. Based upon the results from step 1 above, the Government will then assign an overall “quality” rating and numerical “raw” score from Table 2 that best describes the Government’s subjective opinion of the Offeror’s Technical/Management proposal for each sub-factor.

Table 1

| ADJECTIVAL RATING | DEFINITIONS |
|------------------------------|---|
| Significant Strength | A quality or characteristic in the proposal that <i>significantly</i> increases the probability of successful contract performance. |
| Strength | A quality or characteristic in the proposal that increases the probability of successful contract performance. |
| Weakness | A flaw in the proposal that increases the risk of unsuccessful contract performance. |
| Significant Weakness | A flaw in the proposal that <i>significantly</i> increases the risk of unsuccessful contract performance. |
| Deficiency | A material failure of the proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. |
| No Identified Ratings | No significant strengths, strengths, weaknesses, significant weaknesses or deficiencies identified. |

Table 2

| QUALITY RATING & RAW SCORE | DEFINITIONS |
|---------------------------------------|--|
| Excellent = 96 - 100 | A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness identified. |
| Very Good = 86 - 95 | A proposal having no deficiency and which demonstrates over-all competence. One or more significant strengths have been found, and strengths outbalance any weaknesses identified. |

| | |
|------------------------------|---|
| Good = 76 - 85 | A proposal having no deficiency and which shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, any weaknesses not off-set by strengths do not significantly detract from the Offeror's response. |
| Marginal = 66 - 75 | A proposal having no deficiency but has one or more weaknesses and/or significant weakness the combination of which indicate the proposed technical approach would very likely compromise successful performance. Any noted strengths or significant strengths do not sufficiently offset the weaknesses or significant weaknesses. |
| Unacceptable = 0 - 65 | A proposal that has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence, capability or understanding of the requirement or would require a major revision to correct. |

Step 3. The Government will then derive a weighted score for the Technical/Management factor by multiplying the "raw" score assigned for each sub-factor by the relative weight for the sub-factor.

Subfactor 1 – Understanding of the Requirements:

This subfactor is met when the Offeror demonstrates a comprehensive understanding of the elements required under L.11 Technical / Management Proposal Instructions for TAB 2 – Subfactor 1.

Subfactor 2 – Relevant Experience:

This subfactor is met when the Offeror demonstrates the capability to successfully address the elements required under L.11 Technical / Management Proposal Instructions for TAB 3 – Subfactor 2.

Subfactor 3 – Personnel:

This subfactor is met when the Offeror demonstrates a complete labor mix appropriate to the elements required under L.11 Technical / Management Proposal Instructions for TAB 4 – Subfactor 3.

Subfactor 4 – Technical Management Approach

This subfactor is met when the Offeror demonstrates appropriate strategies, methods, and tools required to successfully address the elements required under L.11 Technical / Management Proposal Instructions for TAB 5 – Subfactor 4.

Draft PII Security Plan

The offeror shall provide an effective PII Security Plan with their response. Information concerning the PII Security Plan can be found in Attachment J-2, *Information Technology Security and Privacy*. This draft plan will be evaluated as acceptable or unacceptable.

M.7.2 Factor 2. Past/Present Performance

The Past/Present Performance evaluation will assess the relative risks associated with an Offeror's likelihood of success in performing the solicitation's requirements as indicated by that Offeror's relative record of past performance. In this context, "Offeror" refers to the proposed prime contractor and all proposed major subcontractors. A major subcontractor is defined as one whose subcontract is for more than 30% of the total proposed price. In either case, the prime contractor and proposed major subcontractors will be assessed individually and the results will then be assessed in their totality to derive the Offeror's Past/Present Performance rating.

The Government will conduct a Performance Risk Assessment using both independent data and data provided by Offerors. Offerors will be evaluated based on the *recency*, *relevancy*, and *quality* of the Offeror's past performance, as well as that of its major subcontractors, as it relates to the probability of successful accomplishment of the

required effort. Recent performance is defined as contracts performed and/or completed within the past three years. Areas of relevance include projects cited as comparable to the current program in terms of scope, complexity, and/or price. When assessing performance risk, the Government will focus its inquiry on the past/present performance of the Offeror and its proposed major subcontractors as it relates to all solicitation requirements.

The Government will consider the combination of "relevance" and "quality" and assign a "confidence" rating from Table 3 below. The confidence rating is an "overall" past/present performance rating; accordingly, Offerors will receive a single confidence rating.

Offerors are cautioned that in conducting the performance risk assessment, the Government may use data provided in the Offeror's proposal and data obtained from other sources. Since the Government may not necessarily interview all of the sources provided by the Offerors, it is incumbent upon the Offerors to explain the relevance of the data provided. Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of proving low performance risk rests with the Offerors.

Pursuant to FAR 15.305(a)(2)(iv), in the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Government will not evaluate the Offeror favorably or unfavorably on past performance. Accordingly, the lack of a relevant performance record will result in an "unknown" performance risk assessment.

Table 3

| Adjective Description | Definition |
|------------------------------|--|
| Highest Confidence | Based on the Offeror's performance record and relevance of experience, highest confidence that the Offeror will successfully perform the required effort. |
| High Confidence | Based on the Offeror's performance record and relevance of experience, high confidence that the Offeror will successfully perform the required effort. |
| Average Confidence | Based on the Offeror's performance record and relevance of experience, average confidence that the Offeror will successfully perform the required effort. |
| Little Confidence | Based on the Offeror's performance record and relevance of experience, little confidence that the Offeror will successfully perform the required effort. |
| No Confidence | Based on the Offeror's performance record and relevance of experience, no confidence that the Offeror will successfully perform the required effort. |
| Unknown Confidence | No performance record, unknown confidence that the Offeror will successfully perform the required effort. This rating is neither favorable nor unfavorable. |

M.7.3 Factor 3. Cost/Price

The Government will not rate or score cost, but will evaluate each Offeror's cost proposal for realism, reasonableness, and completeness.

The Government will evaluate the realism of the proposed cost/price by assessing whether the proposed cost elements are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the unique methods of performance and materials described in the Offeror's proposal.

The Government will evaluate the reasonableness of the proposed cost/price using one or more of the cost/price analysis techniques defined in FAR 15.404. In evaluating reasonableness, the Government will determine if the

Offeror's proposed costs and fee, in nature and amount, do not exceed those which would be incurred by a prudent company in the conduct of competitive business.

The Government will evaluate the completeness of each Offeror's cost proposal by assessing whether the Offeror provides the required cost data in sufficient detail to fully support the offer and permit the Government to evaluate the proposal thoroughly.

For evaluation purposes, the Government will determine the most probable cost by adjusting the Offeror's proposed cost and fee, when appropriate, to reflect any additions or reductions in cost elements to realistic levels based on the results of the cost realism analysis. The probable cost may differ from the proposed cost and will reflect the Government's best estimate of the cost of any contract that is most likely to result from the Offeror's proposal. The most probable cost will be used to determine best value to the Government.

(End of Provision)